

# EQUITY AND LAW LIFE ASSURANCE SOCIETY, 18, LINCOLN'S INN FIELDS, LONDON, W.C.

Whole-world policies in most cases free of charge.  
Policies indisputable and unconditional.

## SPECIMEN BONUSES.

Actual additions made to Policies of £1,000 effected under Tables I. and II.

Age at Entry.	NUMBER OF PREMIUMS PAID.				
	Five.	Ten.	Twenty.	Thirty.	Forty.
20	£ 103 0	£ 191 10	£ 431 0	£ 736 0	£ 1,092 0
30	112 0	211 0	464 10	819 0	1,167 0
40	124 0	232 0	525 10	939 10	1,343 10
50	147 0	276 10	626 10	1,126 0	.....
60	197 10	372 0	836 10	.....	.....

EXAMPLE.—A Policy for £1,000, effected 30 years ago by a person then aged 30, would have increased to £1,813, or by more than 80 per cent.

In the cases marked \* the Bonuses, if surrendered, would be more than sufficient to extinguish all future premiums, and the Policy-holders would still be entitled to share in future profits.

## THE WEEKLY REPORTER.

The WEEKLY REPORTER contains full reports of the facts, arguments, and judgments in all the important cases decided in the House of Lords, the Privy Council, the Court of Appeal, each of the Divisions of the High Court, and the Court of Bankruptcy. Every effort is made to publish the reports as speedily after the decision of a case as possible. Subscribers to the WEEKLY REPORTER receive a copy of the Annual Digest of all the reported cases of the year, and a copy of all the important statutes of the year.

Vol. 33 of the SOLICITORS' JOURNAL, and Vol. 37 of the WEEKLY REPORTER, commenced November 3rd, 1888.

OFFICE: 27, CHANCERY LANE, W.C.

## Cases Reported this Week.

(Before the Vacation Judge.)

The Goods of G., Re	746
United Telephone Co. (Lim.) v. Norton & Co.	746
(County Courts.)	
Snowden v. Baynes	746

VOL. XXXIII., No. 49.

## The Solicitors' Journal and Reporter.

LONDON, OCTOBER 5, 1889.

## CURRENT TOPICS.

THE ANNUAL provincial meeting of the Incorporated Law Society will this year be held at Leeds. This is the second visit which the society has paid to that town since its amalgamation with the Metropolitan and Provincial Law Association. The former visit was made in 1874, and it was the first provincial meeting held by the society. The many important meetings which have since been held, and the good which has resulted from them, shew that the stipulation made by the Metropolitan and Provincial Law Association, that the Incorporated Law Society should in future hold yearly provincial meetings, was a wise one. The accustomed routine of an address by the president and reading of papers by the members is adhered to, varied as usual by lunches, dinners, a conversazione, and excursions. There is one regulation which is not likely to be popular, although it was introduced into the Newcastle programme last year—viz., the exclusion of ladies from the excursions. The meeting promises to be a large one, though the London contingent will be this year rather small.

WE GIVE elsewhere the list of papers to be read at the meeting, and we are glad to see that several of them relate to topics of immediate interest and importance. Mr. THURNAM's paper on "A Court of Criminal Appeal" is likely to give rise to a valuable discussion, and Mr. GRIBBLE, who will speak with knowledge, if not without bias, has undertaken to discuss the Public Trustee Bill and the Trust Companies Bill. We hope that the probable effect of these measures on the profession will be thoroughly threshed out in the subsequent discussion. The true way, however, to have this done would be either to arrange for papers on each side of the question, or to request someone who has formed views opposed to those of the writer of the paper to open the

discussion with a carefully-prepared speech. We trust that the meeting will not be invited to express formal approval of either of the Bills referred to. Mr. SOULEY will treat of "Delays in County Courts," a matter of pressing importance, as to which we anticipate that Mr. MUNTON will have something to say, and we hope that the meeting will see its way to adopt the definite line of reform which we indicated last week. Surely an assembly of solicitors should indorse a proposal which seeks to constitute throughout the country a system of solicitor-judges for small debt courts. Mr. DODD will deal with the law of partnership, we presume with a view to the proposed Codification Bill. The subjects of the other papers are all more or less interesting, but there are important topics entirely left out of consideration—for instance, the effect of the Trust Investment Act, 1889, and the recent investment order on investment clauses in settlements and wills, and the recent changes in stamp duties. The useful character of these meetings cannot be permanently kept up unless the Council of the Incorporated Law Society will take a more active interest in asking for papers on current topics by the men best qualified to write them, and arranging for instructive discussions.

A FIRM of land surveyors write to the *Standard* to complain of the omission of freehold ground-rents from the list of investments authorized by the Trust Investment Act, 1889. The clause in the Bill authorizing investment in them was, we believe, originally suggested by Lord HERSCHELL by a well-known London solicitor; "fee-farm rents" were also added to the clause, as suggested by a Manchester correspondent in these columns, and "rents reserved on leases for lives renewable for ever" were also included. "Freehold ground-rent" was defined as meaning property held for an estate of inheritance in fee simple in possession, subject to a lease for an unexpired term of not less than forty years, at an annual ground-rent not exceeding one-fourth of the net annual rateable value of the property at the date of the purchase: "fee-farm rent" as meaning a rent-charge limited or created as a first charge in fee out of property, the net annual rateable value of which, at the date of the purchase, shall not be less than five times the annual amount of the rent: and "rent reserved on a lease for lives renewable for ever" as meaning property held for an estate of inheritance in fee simple in possession, subject to a lease for lives, with a covenant for perpetual renewal, where one at least of the lives named in the original lease, or of the lives for which the same has been renewed, is in being at the date of the purchase, at an annual rent not exceeding one-fourth of the net annual rateable value of the property at the said date. The Council of the Incorporated Law Society, in their report on the Bill, expressed the opinion that these definitions safeguarded the investment "with the necessary and proper restrictions, without which such an investment might in some cases be insecure." Under these circumstances, it would be interesting to know how the clause came to be struck out of the Bill; it would certainly seem that, as restricted in the Bill, the power proposed to be given to trustees to purchase freehold ground-rents or fee-farm rents would be quite as safe as some of the investments authorized by the Act.

WE PRINT elsewhere a letter in which a valued correspondent contends that in repealing and amending the ill-considered section 18 of the Customs and Inland Revenue Act, 1889, the Government have practically sacrificed the main object of the repealed section. That object was, of course, to obtain payment of *ad valorem* duty on sums paid by companies for goodwill on the purchase of businesses. Our correspondent points out that although sub-section 1 of section 15 of the amending Act (52 & 53 Vict. c. 42) requires that the contract shall be stamped with *ad valorem* duty, sub-section 4 provides that, for the purpose of enforcing specific performance and recovering damages, the contract, if stamped with 6d. or 10s., as the case may require, is to be deemed duly stamped; and sub-section 5 renders it obligatory on the Commissioners to stamp with *ad valorem* duty a conveyance made in pursuance of a contract so stamped and presented for stamping within six months after the execution of the contract. The old practice of stamping contracts is thus recognized, and to a certain extent authorized, and in the opinion of our correspondent will continue to prevail. The question he asks is, How will the Government recover *ad valorem* duty on property comprised in

a contract so stamped of which for practical purposes no conveyance is required? We are sorry we cannot quite agree with our correspondent's answer to this question. No doubt the provision of the new Act, that, for the purpose of enforcing specific performance and recovering damages, a contract stamped with 6d. or 10s. shall be regarded as duly stamped, to a large extent nullifies the effect of section 16 of the Stamp Act, 1870. But is our correspondent right in saying that the penalties imposed by the Customs and Inland Revenue Act, 1888, do not apply? He says that these penalties "are limited to (*inter alia*) 'conveyances,' and it is nowhere declared in section 15 of the Act under discussion, as it was in the repealed section 18 of the Act of this session, that 'a contract for sale shall . . . be deemed a conveyance on sale.'" It is, of course, true that this provision is not repeated in section 15 in the same words, but sub-section 1 provides that "any contract . . . for the sale of any estate or interest in any property, except, &c. . . shall be charged with the same *ad valorem* duty, to be paid by the purchaser, as if it were an actual conveyance on sale of the estate, interest, or property agreed or contracted to be sold. The agreement for sale is therefore apparently an instrument "chargeable with *ad valorem* duty as specified in the 1st schedule," within the words of section 18 of the Customs and Inland Revenue Act, 1888, and the penalties imposed by that section would seem to apply in case it is not duly stamped. It is no doubt difficult to see how, in the case of a sale of goodwill between private individuals, any question as to non-payment of duty could arise, unless it should be necessary to enforce by injunction any incidental stipulation relating to not carrying on business. But in the case of sales of goodwill to companies, the lever for obtaining payment of the duty is, as our correspondent points out, the Registrar of Joint-Stock Companies. Part of the consideration is generally paid-up shares, but the registrar will not file the contract unless it is duly stamped. Whether, having regard to sub-sections 4 and 5 of section 15 of the new Act, the registrar can legally require the *ad valorem* duty to be paid on the contract, seems to be very doubtful, but if he should do so, and refuse to register the contract unless stamped with *ad valorem* duty, we apprehend that the only remedy would be the costly one of applying for a *mandamus* to the registrar; and if he allowed, or was compelled to allow, registration of the contract with a 10s. stamp only, we may be tolerably sure that the Board of Inland Revenue would take care, in case a conveyance of the goodwill to the company was not presented for stamping within six months, to enforce the penalties under the Act of 1888.

THE RECENT DECISION of the House of Lords in *Provost of Glasgow v. Farie* (37 W. R. 627) settles an important point as to the meaning of the term "minerals" in section 18 of the Waterworks Clauses Act, 1847 (10 & 11 Vict. c. 17). This is in similar terms to section 77 of the Railways Clauses Consolidation Act, 1845 (8 Vict. c. 20), and each of them provides for the reservation out of any conveyance made to the undertakers or the company of all "mines of coal, ironstone, slate, or other minerals." The general word "minerals" has naturally caused doubt, in the first place as to the substances it includes, and in the next place as to whether these must be got by underground working only. The word "mineral" in itself is obviously of very wide import, and, as KINDERSLEY, V.C., said in *Bell v. Wilson* (14 W. R. 433, 2 Dr. & Sm. 395), it would be difficult to exclude from it, in its most general application, any of the materials which constitute the crust of the earth; and in *Hext v. Gill* (20 W. R. 957, L. R. 7 Ch. 699) MELLISH, L.J., stated, as the result of the authorities, that it included every substance which can be got from underneath the surface of the earth for the purpose of profit, unless the meaning is limited by the context of the instrument or the nature of the transaction. In the same case, which raised the question whether china clay is a mineral, JAMES, L.J., said that, but for the authorities, he should have regarded it as a question of fact what the words meant in the vernacular of the mining world and commercial world and landowners at the time when it was used. In the present case, which related to a seam of clay lying just beneath the surface of the land in question, the House of Lords decided (Lord HERSCHELL *dis.*) that the clay was not a mineral within the reservation, but

the reasons given were curiously diverse. Lord HALSBURY, C., adopted the above suggestion of JAMES, L.J., and considered that, in ordinary language, as used in the purchase of land, clay was never regarded as a mineral. He seems to have been alarmed at the idea that a wider meaning might be held to make it include the bones of extinct animals. Lord WATSON was willing to give it a wide interpretation, but thought that if the clay was reserved out of the land which, under the statutes, becomes the property of the purchasers, there would be little left. He held, accordingly, that it was part of their purchase. Between Lord HERSCHELL and Lord MACNAGHTEN a new point arose, as to the effect of the preceding word "mines." It is established that in the phrase "mines and minerals" the first word does not restrict the second. But here it is "mines of minerals," and the effect of this, of course, is different. Any idea that "minerals" is restricted to metallic substances is excluded by the fact that it has to be construed *ejusdem generis* with coal, ironstone, and slate; but if the word "mine" can be restricted to underground working, then it would, of course, be confined to such minerals as can be got in that way. There has been a remarkable consensus of authority lately in the lower courts that this restriction is not permissible, and that the minerals referred to include those which can be got by open workings. This was decided, on the Railways Clauses Consolidation Act, by KAY, J., in *Midland Railway Co. v. Haunchwood Brick and Tile Co.* (30 W. R. 640, 20 Ch. D. 552), and the decision was approved by the Court of Appeal in *Midland Railway Co. v. Robinson* (36 W. R. 650, 37 Ch. D. 386). A similar result was also arrived at by STIRLING, J., in *Midland Railway Co. v. Miles* (33 Ch. D. 632). Lord HERSCHELL adopted the same view, and refused to restrict the minerals to those which are capable of being wrought by underground workings. He was assisted in this conclusion by the fact that the statute speaks of mines of slate, and consequently the word "mines" must be used loosely so as to include quarries. He got over the Lord Chancellor's difficulty as to bones by saying that the reservation must only be taken to extend to such bodies of mineral substances lying together in seams, beds, or strata as are commonly worked for profit, and have a value independent of the surface of the land. Lord MACNAGHTEN was of the contrary opinion, and considered that the word "mines" was used in its ordinary sense of underground workings, and as to mines of slate, he was content to say that some slate, at least, was worked in this way. Accordingly he agreed with the majority, and held that clay was not included in the reservation. The result, therefore, as to clay is conclusive enough, but there is obviously plenty of matter left for future discussion as to minerals in general.

A MATTER of some importance with regard to granting compensation after conveyance was decided in *Clayson v. Leech* (37 W. R. 663). It has long been settled that the mere execution of the conveyance is no bar to compensation for misdescription in cases where the conditions of sale contain an express agreement to give it. An early authority for this is *Cunn v. Cunn* (3 Sim. 447). Vice-Chancellor MALINS, however, seems to have had an objection to the doctrine, and he thought that purchasers were bound to see that everything was right before they took the conveyance. Accordingly he gave two decisions to this effect in *Manson v. Thacker* (26 W. R. 604, 7 Ch. D. 620) and *Besley v. Besley* (27 W. R. 184, 9 Ch. D. 103). In the former case there was the usual compensation clause, and trouble followed. In *Re Turner and Skelton* (28 W. R. 312, 13 Ch. D. 130) the late Master of the Rolls pointed out that the decision was contrary to *Cunn v. Cunn* and other cases, and he could not believe that the Vice-Chancellor intended to overrule them. This was quite a mistake though, for shortly afterwards, in *Allen v. Richardson* (13 Ch. D. 524), the latter stuck to his opinion, and entirely dissented from all that the Master of the Rolls had said. In *Palmer v. Johnson* (13 Q. B. D. 351), where, again, there was a compensation clause, the Court of Appeal intervened and supported Sir GEORGE JESSEL, dissenting specifically from all three cases decided by MALINS, V.C. But in so doing they appear to have gone too far, and to have overlooked the fact that in *Besley v. Besley* there was no compensation clause, and, indeed, it does not appear that Sir GEORGE JESSEL had thrown any doubt on the correctness of this decision. In the present case of *Clayson v. Leech* lessees had granted an



under-lease for twenty-one years, being under the impression that there were thirty years of their own term to run. In the agreement there was no compensation stipulated for, and, after the lease had been granted, it was discovered that only thirteen years were left. The Court of Appeal held, however, that no compensation was recoverable, as the sub-lessee was in fault for not having called for the original lease, which would have given him notice of the mistake. The distinction was taken between cases where there is a stipulation for compensation and those where there is not, and the decision of MALINS, V.C., in *Besley v. Besley* as to the latter class was expressly supported, notwithstanding that it appeared to have been overruled by *Palmer v. Johnson*.

#### PERMISSIVE WASTE.

IN the recent case of *Re Cartwright, Avis v. Newman* (37 W. R. 612), Mr. Justice KAY decided that a legal tenant for life is not liable at the suit of the remainderman in fee for permissive waste. It is true that equity has never looked with favour upon such claims, and the result is not an unnatural one for a judge of the Chancery Division to arrive at; but it appears to ignore a legal liability which is tolerably well established, and the authorities were, perhaps, hardly allowed sufficient weight. It may be too much to expect implicit obedience to Lord COKE unless his statements of the law have been incorporated into actual practice, but it is a little startling to find the deliberate opinion of Lord WENSLEYDALE, more than once expressed, dismissed with but slight consideration.

To understand the matter it is necessary to go back to the Statutes of Marlbridge and Gloucester, and see how the common law was affected by them. Previous to the Statute of Marlbridge (52 Hen. 3) there was no remedy for waste against lessees for life or for years who came in by the act of their lessor. He might himself have provided a remedy had he so chosen, and the common law would not assist him. But where the estate was created by act of law it was different, and liability for waste attached. This was so certainly with regard to tenants in dower and guardians. As to tenants by the curtesy there is some doubt, and the remarks of Lord COKE with regard to them are not easily reconcilable (see 2 Inst. 145, 299). It was deemed, however, to be for the good of the community that waste should be discouraged, and the Statute of Marlbridge, c. 24, enacted that all "fermors (*firmarii*) during their terms shall not make waste, sale, or exile of house, woods, and men, nor of anything belonging to the tenements they have to ferm, without special licence had by writing of covenant, making mention that they may do it; which if they do, and thereof be convict, they shall yield full damage and be punished by amercement grievously." The word "*firmarii*" is explained by Lord COKE (2 Inst. 145) to comprehend all such as hold by lease for life or lives or for years, by deed or without deed; and as to the waste itself, he expressly says, "To do or make waste, in legal understanding in this place, includes as well permissive waste, which is waste by reason of omission, or not doing, as for want of reparation, as waste by reason of commission, as to cut down timber trees, or prostrate houses, or the like. And he goes on to remark that the same interpretation is put upon the Statute of Gloucester.

This statute (6 Edw. 1) did not create any new liability except, perhaps, with regard to tenants by the curtesy, but it facilitated the remedy and increased the punishment. It provided that a writ of waste might issue against tenants by the curtesy and other tenants for life or for years, and also against tenants in dower. The punishment, which under the previous statute had been assessed at the value of the waste, was now increased to the forfeiture of the thing wasted and treble damages. By virtue of the two statutes, therefore, there was no doubt of the liability of tenants for life in general and of tenants for years, and when Lord COKE states this elsewhere (Co. Litt. 53 b), and goes on to remark that there are two kinds of waste, voluntary or actual, and permissive, he gives no hint that the liability in respect of each of these is in any way different. It must be noted that the expression "tenant for years," though it was held to include tenant for half or for a quarter of a year, was never extended to include tenants at will. The contrary, indeed, was expressly decided in the *Countess of Shrewsbury's case* (5 Rep. 13b), where it was also

pointed out that if tenant at will commits voluntary waste, this is a determination of the will, and an action of trespass will lie against him. This exception to the general liability is stated by Lord COKE in *Coke upon Littleton*, 57a, and, in a note upon the passage, his learned editor, Mr. HARGRAVE, says that as against tenants for life (and the remark obviously applies also to tenants for years), he had in no book met with any distinction between voluntary and permissive waste.

The old decisions on the subject are not numerous, but three cases are given in Rolle's Abridgment (816, sections 36 and 37) as having occurred in 8 & 9 Chas. 1, where judgments were given against lessees for years for allowing houses or chambers to fall into decay for want of plastering, and these were affirmed in error. Moreover, the liability of tenants for permissive waste is recognized by the statute 6 Anne, c. 31, which exempts all persons from actions for accidental fire in any house, except in case of special agreement between landlord and tenant. Before that, lessees for years appear to have been allowed actions in case of fire, even against tenants at will under themselves, on the ground that they were liable over to their lessors (*Cudlip v. Rundle*, Carth. 202; *Pantam v. Isham*, 1 Salk. 19; and see notes to 5 Rep. 13b, and Co. Litt. 57a). It would seem, then, that actions for permissive waste were not infrequent; at any rate, they were recognized, and the liability was well established.

From that time, however, until the beginning of the present century there is a curious lack of authority, and when the cases open once more with *Gibson v. Wells* (1 Bos. & P. N. R. 290), in 1805, an action for permissive waste appears to have been regarded as an innovation. It was objected by MANSFIELD, C.J., that if such an action were maintainable it might be brought against a tenant at will who omitted to repair a broken window. This remark was hardly in point, as the action was against a tenant at will, and by the old law, as we have seen, he was not liable. But, as a matter of fact, the old law does not seem to have been adverted to, nor was the question properly discussed. The case only acquires importance from the manner in which it has been subsequently quoted, and it is evidently of small weight as an authority in regard to tenants for life or for years.

Shortly after this there occurred the case of *Horne v. Bembow* (4 Taunt. 764), where again it was said generally that an action for permissive waste will not lie against a tenant. But the only authority given was the *Countess of Shrewsbury's case* (*supra*), which, as we have already seen, referred only to tenants at will. Moreover, judgment by default had already gone against the tenant, and damages had been assessed, and the case merely came before the court on a motion to set aside the assessment as insufficient. That was in 1813. In 1817 the matter was discussed in *Jones v. Hill* (7 Taunt. 392), and here for the first time the authorities seem to have been quoted, this being done by Serjeant VAUGHAN in his argument. The decision turned, however, on the point that the omissions complained of did not amount to waste, and GIBBS, C.J., expressly refrained from saying whether an action for permissive waste would or would not lie. In consequence of these decisions there was inserted a note in William's Saunders (vol. 2, p. 648) to the effect that a doubt had arisen whether an action for permissive waste could be maintained against any tenant for years. And to this it was subsequently added that the doubt had been stilled by *Yellowly v. Gower* (11 Ex. 274). There the question was raised in an indirect manner, the real point being whether a lease was in accordance with a power; it depended, however, upon the lessee's liability for permissive waste, inasmuch as if this existed the lease would be bad, on the ground that it contained an implied exemption from such liability. The question of liability was thus fairly faced, and the considered judgment of the court was delivered by PARKE, B. This eminent judge had previously intimated pretty clearly the view which he held in *Harnett v. Maitland* (16 M. & W. 257), where, while a tenant at will was admittedly not liable, there seemed to be little doubt felt that tenants for life and for years were. In *Yellowly v. Gower* the matter was directly settled in the following terms:—

"A doubt has been stated, indeed, in a note to 2 Saund. 252b, whether a tenant for years is liable for permissive waste. . . . These doubts arise from three cases in the Common Pleas: *Gibson v. Wells*, *Horne v. Bembow*, *Jones v. Hill*. Upon examining these cases, none of which appears to be well reported, the court seems to have contemplated the case only of a tenant at will in the two first cases, and in the last no such proposition is stated as that a tenant for years is not liable for permissive

waste. We conceive that there is no doubt of the liability of tenants for terms of years, for they are clearly put on the same footing as tenants for life both as to voluntary and permissive waste by Lord COKE (1 Inst. 53)."

This decision was in 1855, and was just subsequent to that given in 1854 by Lord CRANWORTH, L.C., in *Powys v. Blagrove* (2 W. R. 700, 4 De G. M. & G. 448). The liability for permissive waste, assuming it to exist, was clearly a legal one, but the interposition of equity was sometimes asked either in aid of the legal right or in cases where, from the nature of the estates, the legal right did not exist. It appears to have been always refused. An early example will be found in *Lord Castlemain v. Lord Craven* (22 Vin. Abr. 523), where, by reason of the limitations, the plaintiff had no such estate as would give him a remedy at law. But the Master of the Rolls said that the court never interposed in case of permissive waste either to prohibit or to give satisfaction, as it does in case of wilful waste. In *Wood v. Gaynon* (Amb. 395) the plaintiff, the reversioner, sued in equity because the co-reversioner would not join him in action at law, but the court declined to create a precedent by assisting him, and shewed an evident objection to allowing tenants for life to be harassed by such suits. The same view was taken by Lord CRANWORTH in *Powys v. Blagrove*, where the suit was brought against an equitable tenant for life. It was argued that, as in such a case there was no legal remedy, equity would act in analogy to the law. But Lord CRANWORTH, referring to *Gibson v. Wells* and *Herne v. Bembo* (*supra*), said that the legal liability was very doubtful, and that, whether it existed or no, a court of equity would not interfere. As we have seen, it was laid down almost immediately after by PARKE, B., that the doubt as to the legal liability was not well founded. The result, therefore, up to that time was that the liability did exist at law, but that equity would not interpose to assist suits at law, nor would it enforce the liability where an action at law could not be brought.

From 1855 until the Judicature Act of 1873 the state of affairs does not appear to have been in any way affected, but it is necessary to notice the provision of that Act that, in any conflict between the rules of law and the rules of equity, the latter are to prevail. This was acted upon by LOPES and STEPHEN, J.J., in *Barnes v. Dowling* (44 L. T. N. S. 809), where an action for permissive waste was held not to be maintainable against an equitable tenant for life. Formerly, of course, this must have been brought in equity, and would have failed. Consequently, it must fail now in whatever division of the High Court it may be brought. It does not appear, however, that the above provision can alter the liability of a tenant for life who has the legal estate vested in him, as this depends upon statute, and is not imposed by a mere rule of the common law. Moreover, in the case of *Woodhouse v. Walker* (28 W. R. 765, 5 Q. B. D. 404), LUSH, J., seems to have been of opinion that the legal liability still subsisted, and a direct decision to that effect was given by KEKEWICH, J., in *Davies v. Davies* (36 W. R. 399, 38 Ch. D. 499). In neither of these cases was it contemplated that the Judicature Act had any relation to the matter.

In the present case before Mr. Justice KAY also, no such point seems to have been taken, but he was greatly influenced by the want of instances in which the liability had been actually established. It is curious that, in the various authorities above referred to, the question has only arisen incidentally, and though, as we have seen, it has been clearly adjudicated upon, yet no judgment appears to have been actually given against a tenant for life or years since the cases in the time of Charles I. Of course, with regard to tenants for years, the matter is of little importance, as the question of repairs is almost always provided for by express stipulation; on the other hand, it is only in exceptional cases that an express liability to repair is put upon a tenant for life. Such a case occurred, and the liability was enforced, in *Woodhouse v. Walker* (*supra*). But apart from the recent decision of Mr. Justice KAY, it seems clear that the liability for permissive waste exists in general both as against tenants for life and tenants for years whenever they have a legal estate vested in them, and this liability should be capable of being enforced equally in all divisions of the High Court. Mr. Justice KAY, however, has decided to the contrary, and what the law may be at the present moment would seem to depend on the relative weight to be attached to his opinion and to that of Lord WENSLEYDALE.

## THE DISCHARGE OF A SURETY BY GIVING TIME TO THE PRINCIPAL.

### II.

IN discussing last week the grounds upon which this doctrine of law is based, we found that the reasons usually assigned for it are apparently incompatible with the established exception that the surety is not discharged if the creditor, in his agreement with the principal debtor, expressly reserves his rights against him. These reasons consist of the general proposition that the position of the surety must not be altered by anything done without his consent, and two particular cases of it which have been specially relied upon. In the first place, the surety must not have his liability prolonged by giving time to the principal; and, in the second place, he must not lose his right to call upon the creditor to sue the principal at any time after the debt has become due. It is clear that an agreement by the creditor to give time to the principal is prejudicial to the surety in both of these respects, and is made none the less so because the creditor takes the precaution to reserve his rights against him. Hence, if the surety is discharged for the reasons given, he ought equally to be discharged whether the creditor does this or no.

But in addition to his right to call upon the creditor to sue, the surety, as we have already pointed out, is entitled to proceed against the principal to recover the amount which he has been called upon to pay, and in respect of this remedy it does not appear that the agreement to give time in any way affects him. Nor, consequently, can it make any difference to him that in such agreement the creditor has reserved his rights. Whether the agreement be made or not, and whatever may be its terms, the right of the surety to be indemnified by the principal remains exactly the same. But curiously enough, though this point is immaterial with regard to the general rule as to the discharge of the surety, yet it is of the greatest importance in considering the exception that such discharge does not follow if the creditor expressly preserves his rights against the surety. This appears to depend on the fact that, while the general rule is conceived in the interests of the surety, the exception is obviously founded upon the interests of the debtor. It is true that no such ground is clearly put forward in the cases; indeed those by which the exception is established are much stronger in asserting its existence than in justifying it. This was done, however, by PARKE, B., in *Kearsley v. Cole* (16 M. & W., at p. 135), where he assigns two reasons why a reservation of rights against the surety prevents his discharge; first, because it rebuts the implication that the surety was meant to be discharged, which is said to be one of the reasons why the surety is ordinarily exonerated by such a transaction; and, secondly, because it prevents the rights of the surety against the debtor being impaired, the injury to such rights being the other reason. But while these reasons for the general rule are ingeniously suggested to fit in with the exception, a moment's consideration will shew that they are really quite fictitious.

As to the first reason assigned, that there is usually a presumption that the creditor by giving time to the principal intends to discharge the surety, no hint of it is given, as far as we can see, in the cases already referred to, in which the doctrine as to discharge of the surety has been established. It appears, indeed, on the face of it to be quite untenable, for, considering the grounds in those cases openly alleged, it is clear that no intention as between the creditor and the debtor, expressed on the making of the agreement to give time, ought in any way to affect the surety, who is no party to the transaction. And as to the second, we have already remarked that no agreement between the creditor and the debtor can affect the undoubted right of the surety to be indemnified by the latter.

But if now we look at the matter from the point of view of the debtor, the reason of the exception becomes plain. After the creditor has entered into a binding agreement with him to give time, it is against good faith that he should do anything which will have the practical effect of violating this agreement. Such, however, would be the result of his forthwith proceeding against the surety, as the latter would simply resort to his right of indemnity. This is put clearly enough by Lord HATHERLEY, C., in *Oriental Financial Corporation v. Overend, Gurney, & Co.* (L. R. 7 Ch. 142), where he quotes with approval the principle which he says



is to be derived from the earlier cases, that "if you agree with the principal to give time it is contrary to that agreement that you should sue the surety, because if you sue the surety you immediately turn him upon the principal, and therefore your act breaks the agreement into which you have entered with the principal." Consequently the law says you cannot now sue the surety at all, and he is discharged. This, Lord HATHERLEY says, is the principle of the rule, and he proceeds to fortify it by referring to the exception, a matter which is easy enough. If it is merely a question between the creditor and the debtor, then, when the creditor intimates his intention to reserve his rights, he thereby gives the debtor warning that he may sue the surety, and that, in spite of the agreement to give time, the debtor may at any moment be liable to an action. Thus, when the creditor does proceed to sue the surety, the express reservation of his rights prevents this from being any breach of faith as regards the debtor. At the same time it is quite clear that no such reservation of rights, to which the surety is no party, can in any way prevent the agreement from substantially prejudicing his position, the very thing which the law elsewhere professes to guard him against. It is clear, then, that the reasons for the rule as to the discharge of the surety by giving time to the principal are not strictly reconcilable with the exception that the creditor may avoid this result by expressly reserving his rights. The rule itself has been established on the ground that the position of the surety is not to be altered without his consent; the exception on the ground that the creditor is to do nothing which would virtually have the effect of breaking the agreement into which he has entered to give time to the debtor. But this double attitude of the law has, of course, somewhat obscured the foundation of the rule, and has caused both the rule and the exception to be applied dogmatically, and not in pursuance of any rational principle.

In the recent case of *Clarke v. Birley* (37 W. R. 746) Mr. Justice NORTH had to consider the two qualifications of the rule—(1) that there must be a binding contract to give time capable of being enforced, and (2) that the contract must be with the principal debtor. Both are amply supported by the cases. As to the first, it has been repeatedly laid down that mere negligence on the part of the creditor to sue will not discharge the surety. Thus, Lord ELDON, C., in *Samuell v. Howarth* (3 Mer. 272), says that the rule applies "if time is given by virtue of positive contract between the creditor and the principal—not where the creditor is merely inactive." This was quoted and adopted in the House of Lords by Lord COTTENHAM, C., in *Creighton v. Rankin* (7 Cl. & Fin., at p. 346). The reason for it is abundantly clear, for the surety cannot complain of his position being altered, unless this takes place by virtue of some actual contract which must necessarily have in law such an effect. It is curious that, in *Samuell v. Howarth* (*supra*), which has always been considered a leading case on the subject, Lord ELDON distinctly lays it down that the reason of the surety's discharge is that the agreement to give time puts him in a different position with regard to his remedies against the principal, and that the creditor has no right to give time to the principal, even though manifestly for the benefit of the surety, without the consent of the latter. Clearly, therefore, the law is made in the interest of the surety. Nevertheless, the same eminent judge, in *Ex parte Glendinning* (Buck, 517) treated as well established the exception that the creditor may effectually reserve his rights, although it is clear that this has nothing whatever to do with any assent by the surety. As to the second qualification, that the agreement to give time must be made with the principal himself, this was established by *Frazer v. Jordan* (5 W. R. 819, 8 E. & B. 303), more, however, because it was felt that the rule ought not to be extended to contracts made with strangers than in pursuance of any intelligible principle. But it is capable of easy explanation by reference to the principle that the creditor is not to break faith with the debtor. For if, after a contract to give time made with a stranger, the creditor sues the surety, and so turns him upon the principal, there is no breach of faith with the latter, inasmuch as no agreement has been made with him.

The result, then, appears to be that a binding contract to give time, made with the principal, discharges the surety, mainly upon the ground that the position of the surety is not to be altered without his consent. But the law has regard also to the debtor, and will discharge the surety in order to prevent the creditor from

using against the debtor a remedy which would have the virtual result of violating his agreement with him. The discharge of the surety, however, when looked at in this light, depends upon the terms of the agreement made between the creditor and the debtor, and should this include a reservation of rights against the surety, the discharge does not take place, in spite of the principle previously laid down.

## REVIEWS.

### TRUST INVESTMENTS.

THE INVESTMENT OF TRUST FUNDS, INCORPORATING THE TRUSTEE ACT, 1888, AND (IN APPENDIX) THE TRUST INVESTMENT ACT, 1889. By EDWARD ARUNDEL GEARE, Esq., B.A., Barrister-at-Law. SECOND EDITION (RE-ISSUED). Stevens & Sons (Limited).

TRUSTEES' GUIDE TO INVESTMENTS, WITH THE TRUST INVESTMENT ACT, 1889. THIRD EDITION. By ARTHUR LEE ELLIS, M.A., B.C.L., Barrister-at-Law. Reeves & Turner.

Mr. Geare has added to the second edition of his useful book, which we recently reviewed, an appendix containing the Trust Investment Act, 1889, with short explanatory notes, and a table of the passages in the body of the work which are affected by the recent Act.

Mr. Ellis has remodelled his work and embodied the new legislation in the valuable chapter relating to powers of investment, giving, first of all, the sections containing the statutory power of investment and then considering each clause *seriatim*, and setting out, with excellent minuteness and care, either in the text or the appendix, the details of the various investments authorized. The book supplies the practical and complete guide which the provisions of the recent Act require.

## CORRESPONDENCE.

### THE REVENUE ACT, 1889.

[To the Editor of the Solicitors' Journal.]

Sir,—Early last session the Government rushed through an Act, 52 & 53 Vict. c. 7, section 18 of which provided that every instrument containing a contract for sale or purchase of property, save such as passed by delivery or must be conveyed by deed, should, so far as related to stamp duty thereon, be deemed to be a conveyance on sale of such property.

One of the objects, indeed I believe the principal object, of this legislation was to obtain payment of *ad valorem* duty upon sums paid by companies for "goodwill" on the purchase of large business concerns, a transfer of which by deed was rarely taken, whereby the Government lost *ad valorem* duty on this part of the purchase-money.

What led to this legislation was that the Government in two cases—(1) *The Commissioners of Inland Revenue v. James Lewis & Son's Copper Co. (Limited)* (in which I was concerned) and (2) *The Same v. George Angus & Co. (Limited)*—failed in their contention that a contract was "an instrument whereby any property under sale thereof is legally or equitably transferred to or vested in the purchaser" within section 70 of the Stamp Act, 1870. It was soon discovered, however, that this hasty legislation was open to grave objection from both a Government and public point of view, consequently another Act was passed (52 & 53 Vict. c. 42), section 15 of which repealed section 18 of the earlier Act.

It will be observed that the later Act recognizes the stamping of contracts with the ordinary duty of 10s. or 6d., and it seems to me that even in cases of sale of "goodwill" the Act will fail in its purpose from a Government point of view.

Although sub-section 1 of section 15 enacts that the contract is to be stamped with *ad valorem* duty, it is provided by sub-section 4 that, for the purpose of enforcing specific performance and recovering damages, the contract if stamped with 10s. or 6d. is to be regarded as duly stamped, and by sub-section 5, where it is so stamped, and a conveyance, made in conformity with such contract, is presented to the commissioners for stamping with the proper duty within six months, the commissioners are to stamp it accordingly. Now we know that, as a matter of fact, comparatively few conveyances are presented to the commissioners to be stamped. The majority are engrossed on duly stamped parchment or paper before execution.

Therefore, in ordinary cases of sale and purchase the old practice of stamping contracts with the duty of 10s. or 6d. will, no doubt, still prevail. How, then, will the Government recover *ad valorem* duty on such part of the property forming the subject of the sale as is not conveyed or assigned, and of which for practical purposes no conveyance or assignment is required?

The only penalty in the case of an agreement is that imposed by

section 15 of the Act of 1870, which is, and can only be, exacted in cases where the agreement is presented to be stamped after the statutory period allowed for stamping such documents after execution, whilst the effect of section 16 of this Act (which has reference to insufficiently stamped contracts tendered in evidence) is, as regards contracts stamped simply with the duty of 10s. or 6d., practically nullified by sub-section (4) of the new Act, which, as above stated, expressly provides that the contract is to be regarded as duly stamped for the purposes of enforcing specific performance or recovering damages. The penalties imposed by the Inland Revenue Act of 1888 clearly do not apply, as they are limited to (*inter alia*) "conveyances," and it is nowhere declared in section 15 of the Act under discussion, as it was in the repealed section 18 of the Act of this session, that "a contract for sale shall . . . be deemed a conveyance on sale."

The Government may possibly rely, in the case of transactions with companies, where registration of the agreement is necessary under the Companies Acts, upon the Registrar of Joint-Stock Companies requiring, as he did in the two cases above referred to, that the contract shall be stamped with the full *ad valorem* duty as a conveyance. But it seems to me he will have no such power. The Legislature clearly recognizes the right of parties to stamp a contract with the duty of 10s. or 6d., and to stamp the conveyance with the proper *ad valorem* duty at any time within six months; so that, in the absence of an express provision that, in the case of contracts with companies requiring registration under the Companies Acts, the *ad valorem* duty shall be paid on such contracts, the purchaser holding a contract stamped with a 10s. stamp will, in my humble opinion, be entitled to have it registered by this official, and, having got it registered, the company will take its conveyance at its leisure.

Matters, therefore, appear to me to be in pretty much the same position as before this recent legislation. JOHN H. KENION.

14, North John-street, Liverpool, Oct. 2.

[See observations under head of "Current Topics."—ED. S. J.]

#### SALE OF GOODWILL.

[To the Editor of the Solicitors' Journal.]

Sir,—*Pearson v. Pearson* (27 Ch. D. 145) decides that the vendor of a business is not, in the absence of express agreement, to be restrained from soliciting his old customers.

Would equity set aside the sale of a goodwill, in favour of the purchaser, on proof that there was an understanding between the vendor and his customers (before the sale) that they should continue their custom with him in his new business?

I don't find a case on the point, and shall be glad of your opinion. WILLIAM MARSHALL.

36, Bedford-row, Sept. 27.

[We have not yet discovered any authority as to setting aside the sale; but it seems clear that if such a fraud were proved as our correspondent mentions, the decision in *Pearson v. Pearson* would not apply: see the observations of Lord Eldon in *Crittwell v. Lye* (17 Ves., at p. 346), and of Cotton, L.J., in *Pearson v. Pearson* (27 Ch. D., at p. 156).—ED. S. J.]

#### CASES OF THE WEEK.

Before the Vacation Judge.

UNITED TELEPHONE CO. (LIM.) v. NORTON & CO.—Denman, J., 2nd October.

PRACTICE—COMMITTAL—AFFIDAVIT—SERVICE OF JUDGMENT.

In this case the question arose as to whether it was necessary to serve a judgment upon a defendant for disobedience, on which the plaintiffs sought to commit the defendant; also whether the court could commit a member of the defendant firm. On the 25th of September last an order was made by Denman, J., committing the defendant Robert Norton, trading as Norton & Co., to prison for disobedience to an order, dated the 3rd of April, 1884, restraining the defendant from infringing the plaintiffs' patent. The defendant did not then appear. Counsel for the plaintiffs now said that the registrar objected to draw up the order on two grounds: first, that the affidavit did not state that an office copy of the original judgment had been shown to the defendant; secondly, that, the defendants being a firm, the court could not commit a member of the firm for disobeying the judgment. As to the first point, service of the judgment was not necessary; the defendant had notice of the judgment, and that was sufficient: *Avery v. Andrews* (30 W. R. 564) and *United Telephone Co. (Limited) v. Dale* (25 Ch. D. 778). Here the defendant did not appear on the motion; the original judgment was made in his presence, and the judgment was served upon him, though it was not stated in the affidavit that the original judgment was shown to him. As to the second objection, the defendant was the sole member of the firm. The defendant did not appear.

DENMAN, J., said that the right course was to order the motion to stand over to be heard by Chitty, J. There was a nice point of equity to be decided, which would be better dealt with by an equity judge.—COUNSEL, *Micklem*. SOLICITORS, *Waterhouse, Winterbotham, & Harrison*.

Re THE GOODS OF G.—Denman, J., 2nd October.

PRACTICE—PROBATE DIVISION—CHANCERY DIVISION—VACATION COURT—JURISDICTION—INJUNCTION.

In this case the question arose as to the jurisdiction of the court to grant an injunction in a case where proceedings had been commenced in the Probate Division. This was a motion on behalf of the next of kin of the late G. to restrain the defendant from dealing with the estate of G. or the proceeds of the sale thereof, and asking that the defendant might be ordered to pay £150 into court. G. made her will on the 26th of December, 1887, and gave all her real and personal property to the defendant. Testatrix died on the 15th of March, 1889, and on the 1st of April the defendant took out letters of administration with the will annexed. On the 13th of September, 1889, a citation was served in the Probate Division to recall the grant of probate on the ground that the will was forged. The defendant denied the alleged forgery. On the 14th of September, Pollock, B., appointed an administrator *pendente lite*, and granted an *interim* injunction over the 25th of September. The motion was adjourned to the 2nd of October to enable Denman, J., to consult the registrar of the Probate Division. Counsel for the plaintiff said that there was a *prima facie* case of forgery. His lordship had jurisdiction as Vacation Judge sitting as judge of the Probate Division: R. S. C., ord. 50, r. 3. Counsel for the defendant said that no case had been made out for the plaintiff; the defendant had behaved with candour, the *onus* was upon the plaintiff to prove the forgery, and that she had not done. The duty had been paid and all the estate administered, the citation had been obeyed, and the probate brought into court; the defendant, as administrator, now could not act. An injunction restraining the defendant from dealing with the proceeds of sale would stop his business. He referred to Dixon on the Law of Probate, p. 350, and section 70 of the Probate Act, 1857.

DENMAN, J., said that the case was a troublesome one for him to deal with, or for anyone not familiar with the practice of the Probate Division. On the whole matter he came to the conclusion that he ought not to grant an injunction. He did not go into the merits of the case, the probability on one side or the other—namely, whether the plaintiff made out her case, a terrible case, against the defendant that this was a forged will. There was a certain amount of strongish *prima facie* evidence; he did not rely much on the affidavit evidence of the experts, but there was evidence of another kind of the intention of the deceased. On the other hand, there was the absolute denial of the defendant. It was a case which would have to be fought out, and he pronounced no opinion upon it. The ground of his refusing to grant this injunction was that on the balance of convenience he considered he ought not to grant an *interim* injunction. On the balance of convenience, he might do more irreparable mischief by granting than by refusing to grant an *interim* injunction. If the administration was ultimately revoked, there was a strong security for the plaintiff, bonds to a large amount, presumably entered into by not insolvent persons, who had satisfied the court. No injury would be likely to be done to the plaintiff if the letters of administration were ultimately revoked, but great inconvenience might be caused by an injunction, if granted, restraining the defendant from dealing with the property or the proceeds of sale, which were not ear-marked. There were other recognized modes of dealing with cases in the Probate Division, and he did not wish to hamper the plaintiff from proceeding under section 70 of the Probate Act, 1857, or any other section of the Act as the plaintiff might be advised. On the whole the motion must be refused; he did not see his way to do what was reasonably fair to the parties. By granting an *interim* injunction he might do injury to one side without doing any good to the other side. The motion must be refused, the costs reserved.—COUNSEL, *Marten, Q.C., and Geare*; *Tutlock*. SOLICITORS, *Geare, Son, & Pease*, for *Tozer, Geare, & Matthews*, Exeter; *Brownlow & Howe*.

#### County Courts.

SNOWDEN v. BAYNES—Brompton, 25th September.

EMPLOYERS' LIABILITY ACT, 1880, s. 1, SUB-SECTION 3.

The plaintiff in this case sued the defendant, under the Employers' Liability Act, 1880, for damages in respect of serious injuries received by him by reason of the negligence of the defendant's foreman, one Sellick, in the execution of certain work upon which the said plaintiff was employed by Sellick's orders, and the plaintiff claimed £500 damages. The circumstances were peculiar, and raised some difficult points of law. The plaintiff, a machinist, was working at a cutting and sawing machine, moulding some pieces of wood, in pursuance of an order received by him from Sellick, who was the leading man or foreman over the carpenters employed by the defendant, a builder. Late in the day Sellick came to the machine house, where the plaintiff was at work, and, with the assistance of another man, sawed up certain joists and stacked them up improperly. One of the joists fell on the plaintiff's right arm, and the consequence was that his left hand was jerked against the knives of the machine, and three of his fingers cut off. The plaintiff's wages were £2 5s. a week, and the limit of damages under the Act (three years' wages) was therefore about £300.

Judge STONOR held, on the authority of the case of *Mithead v. The Midland Railway Co.* (33 W. R. 366, 14 Q. B. D. 68), that the plaintiff had shown a good cause of action under sub-section 3, section 1, of the Employers'



Liability Act, and left the following questions to the jury:—1. Was Sellick a person to whose orders the plaintiff was bound to conform? 2. Was the plaintiff acting under Sellick's orders? 3. Was the plaintiff guilty of contributory negligence in not using a contrivance called a block? The jury found the first and second questions in the affirmative, and the third in the negative, and assessed the damages at £210.—Judgment accordingly.—COUNSEL, *Williamson; Rugg.*

## LAW SOCIETIES.

### THE INCORPORATED LAW SOCIETY.

The following programme has been issued of the sixteenth annual provincial meeting of the Incorporated Law Society, U.K., at Leeds:—

Tuesday, 15th October.—11 a.m.—The members will be received in the Theatre of the Philosophical and Literary Society, Park-row, by the Mayor of Leeds (Mr. Alderman Ward). The President of the Incorporated Law Society (Mr. Grinham Keen) will deliver his address. Reading and discussion of papers. 1 to 2 p.m.—Adjournment for luncheon. Luncheon will be provided by the Leeds Law Society at the Queen's Hotel. 2 to 4 p.m.—Reading and discussion of papers resumed. Tea and coffee will be served in the library of the Philosophical Hall at 4 p.m. 7 p.m.—Dinner in the Victoria Hall. The chair will be taken by Mr. Henry Nelson, President of the Leeds Law Society. Dinner tickets 25s. each, to be applied for on or before the 23rd of September.

N.B.—Arrangements have been made for enabling members to visit several manufacturing and other works during the afternoon of this and the next day. It is requested that members wishing to avail themselves of this arrangement will send in their names, the day before, stating which places they prefer to visit. Cabs will take members from the Philosophical Hall, if required, and if due notice be given.

Wednesday, 16th October.—10 a.m.—Meeting of the Solicitors' Benevolent Association in the theatre of the Philosophical and Literary Society. 11 a.m.—Reading and discussion of papers continued. 1 to 2 p.m.—Adjournment for luncheon. Luncheon will be provided by the Leeds Law Society at the Queen's Hotel. 2 to 4 p.m.—Reading and discussion of papers continued. Close of the business of the meeting. Tea and coffee will be served in the library of the Philosophical Hall at 4. 8.30 to 11 p.m.—Conversation in the Fine Art Gallery of the Municipal Buildings, Calverley-street, near the Town Hall, by permission of the Fine Art Committee of the Leeds Corporation. The President of the Leeds Law Society will receive visitors on their arrival. Tea and coffee will be served from 8.30 to 9.30. Ices and light refreshments after 9.30.

Thursday, 17th October.—On this day there will be the four alternative excursions numbered below. Members desiring to join any of them are requested to send in their names to the Law Institution on or before the 30th of September at latest. Railway tickets and carriages for the drives, as well as luncheon, will be provided for members who send in their names by the 30th of September. Members who have previously given notice as above can obtain tickets for the excursion they select at the inquiry office.

No. 1.—Ripon and Fountains Abbey.—Leave Leeds (North-Eastern Station) 11. Arrive Ripon 12.17. See Ripon Cathedral. Lunch at the Crown Hotel at 1.30. Drive through Studley Royal to Fountains Abbey and back to Ripon. Dine at the Crown Hotel, Ripon, at 5. Leave Ripon 6.42. Arrive Leeds 8.10.

No. 2.—Malham, Gordale, and Settle.—Leave Leeds 11. Arrive Bell Busk 12.7. Drive from Bell Busk to Gordale Scar (five miles); walk up the Scar round to Malham Cove; lunch there. Leave Malham about 2.30. Those who like a walk can go over the Moors from Malham Cove to Settle (about six miles); the rest will drive by another road to Settle. There will be time for those who drive to see Kirkby Malham Church, and examine the interesting parish registers there, on the route to Settle. Both parties will meet at Settle, and dinner will be provided at the Ashfield Hotel, Settle, at 5. Leave Settle 7.23. Arrive Leeds 8.52.

No. 3.—York.—Leave Leeds 9.5. Arrive York 9.45. The party will be received on arrival by Mr. F. J. Munby, hon. sec. of the Yorkshire Law Society, and other members of the same society, who have kindly promised to accompany members. It is proposed to devote the morning to the Minster and its immediate surroundings. These include the Yorkshire Museum and grounds, in which are the ruins of St. Mary's Abbey and some interesting Roman remains; two of the Norman bars of the city, and the connecting wall between them. 1.30.—Lunch will be provided at the Station Hotel by the Leeds Law Society. After lunch the party can visit Clifford's Tower, several old churches, and the walls on the south side of the river. Leave York 4.20. Arrive Leeds 5.

N.B.—A Great Northern express leaves Leeds for London at 5.30, arriving at King's Cross at 9.20.

No. 4.—Farnley and Wathburn.—Leave Leeds 9.30. Arrive Otley 10.2. Drive to Farnley Hall. Mr. Fawkes, of Farnley, has kindly promised to shew his collection of pictures to a party limited to twenty. Drive from Farnley to the Corporation reservoir at Swinaty. Luncheon will be provided in the Corporation Room at Swinaty by the Leeds Law Society. After lunch go to Lindley Wood, where Messrs. Greenwood and Batley will exhibit torpedo experiments on the reservoir there. Drive back to Arthington Station. Leave Arthington 4.44. Arrive Leeds 5.6.

N.B.—A Great Northern express leaves Leeds for London at 5.30, arriving at King's Cross at 9.20.

### GENERAL INFORMATION.

The business of the meeting will be conducted in the theatre of the

Philosophical and Literary Society, Park-row, three minutes' walk from the Midland, London and North-Western, and North-Eastern railway stations, and five minutes' walk from the Great Northern railway station.

A writing and reading room will be provided in the library adjoining the theatre. Members will have access to the natural history, geological, and other collections which will be found in the building.

Tea and coffee will be served at 4 p.m. each day in the library adjoining the theatre.

There will be an inquiry office in the Law Institution, Albion-place. There will be a reading, writing, and smoking room in the same building.

Members will be admitted to the privileges of honorary members of the following clubs, on complying with the following formalities:—The Leeds and County Conservative Club, South Parade (on producing a member's card and entering their names in the visitors' book). The Leeds and County Liberal Club, Park-row (on entering their names in the temporary visitors' book, on first using the club).

### TUESDAY, OCTOBER 15, 1889, AT 11 A.M.

The proceedings will commence with the president's address, after which the following papers will be read:—

"Public Trustee Bill and the Trust Companies Bill," by H. E. Gribble, London.

"Delays in County Courts," by A. E. B. Souby, Malton, Yorks.

"The Law of Partnership," by G. R. Dodd, London.

"On Widows' Funds connected with the Legal Profession in Scotland," by A. P. Purvis, Edinburgh.

"English and French Lawyers," by F. K. Manton, London.

### WEDNESDAY, OCTOBER 16, 1889, AT 11 A.M.

"A Court of Criminal Appeal," by W. Digby Thurnam, Liverpool.

"Contracts of Married Women specially considered with a view to their Enforcement," by James White, LL.D., London.

"The Hire and Purchase System," by G. E. Rawnsley, Bradford.

"Enfranchisement of Small Copyholds," by Ernest Hepburn, London.

"On the Law of Rating," by J. J. Coulton, Lynn.

The president may make any alterations in the order of the papers which he may think convenient.

## LAW STUDENTS' JOURNAL.

### STUDENTS' STATUTES.

SETTLED LAND ACT, 1889 (52 & 53 VICT. C. 36).

Building leases and agreements for the same under the 1882 Act may contain an option for the lessee to purchase, to be exercisable within ten years.

L'NACY ACTS AMENDMENT ACT, 1889 (52 & 53 VICT. C. 41).

Section 2.—No person not being a pauper or a criminal lunatic, and not being a lunatic so found by inquisition, to be received and detained as a lunatic, except under a reception order made by a judge of county courts, or magistrate, or specially appointed justice of the peace.

Section 3.—Order obtained by petition—petitioner undertaking therein to personally visit the patient once at least in every six months. Each of the persons who sign the medical certificates to have personally examined the patient separately within seven days of the petition.

Section 4.—The judge, &c., may himself visit the alleged lunatic, and the petition shall be heard in private, but a nominee of the alleged lunatic may be present.

Section 8.—Alleged lunatic may be received and detained under urgency orders made (if possible) by the husband, wife, or relative accompanied by one medical certificate of a practitioner who shall have examined within two days. Urgency orders remain in force for seven days.

Section 13.—Constable, relieving officer, and overseer to give information on oath to specially appointed justice of supposed lunatics who are not under proper care and control, or who are cruelly treated or neglected by relatives or persons having care or charge.

Section 15.—Medical certificates not to be signed by the petitioner or certain relatives.

THE REVENUE ACT, 1889 (52 & 53 VICT. C. 42).

Section 15 (1.) repeals section 18 of the Customs and Inland Revenue Act, 1889, and enacts that agreements for the sale of any equitable interest in any property or for the sale of any estate or interest in any property, with certain exceptions, shall be charged with the same *ad valorem* duty as conveyances, to be paid by the purchaser.

(2.) If purchaser resells before conveyance, *ad valorem* duty on the excess.

(3.) The subsequent conveyance not to be chargeable with duty, the commissioners to denote duty on conveyance or transfer the duty from the contract to the conveyance.

(4.) Provided that if the contract is stamped with 10s. or 6d. the contract to be considered duly stamped for the mere purpose of proceedings for specific performance or damages.

(5.) Provided that if the contract is stamped as in (4), and a conveyance is presented to the commissioners for stamping with the *ad valorem* duty within six months of the contract, it shall be so stamped, and the contract shall be deemed duly stamped.

(6.) *Ad valorem* duty on contract to be returnable if the contract is rescinded or is not carried into effect.

Section 20.—Persons who carry on accidental insurance business through newspapers and periodicals which issue advertisements which purport to insure the payment of money upon the death from accident of the holder or bearer of the newspaper containing the advertisement are laid under an obligation to compound for stamp duty.

## LEGAL NEWS.

### OBITUARY.

Sir GEORGE KETTLBY RICKARDS, K.C.B., died suddenly on the 23rd ult., in his seventy-eighth year. Sir G. Rickards was the eldest son of Mr. George Rickards, and was born in 1812. He was educated at Eton and at Trinity College, Oxford, where he graduated second class in Classics in 1833, having two years previously obtained the Newdigate Prize for English Verse; and he was afterwards elected a Fellow of Queen's College. He was called to the bar at the Inner Temple in Trinity Term, 1837, and he was formerly a member of the Oxford Circuit. From 1851 till 1856 he was Professor of Political Economy in the University of Oxford. In 1851 the late Lord Eversley appointed him counsel to the Speaker, and he held that office for thirty-one years, during which period he rendered valuable public service in relation to the amendment of the procedure of Private Bill Committees. On his retirement from office he was created a Civil Knight Commander of the Order of the Bath. Sir G. Rickards was chairman of the Ottoman Railway Co., a bencher of the Inner Temple, and a magistrate for Oxfordshire. He was a widower, having been twice married. His eldest son, Mr. Arthur George Rickards, was called to the bar at the Inner Temple in Hilary Term, 1875, and practises on the Midland Circuit and at the Parliamentary bar.

Mr. FREDERICK HYMAN LEWIS, barrister, died at 51, Holland-park on the 23rd ult. after a long illness. Mr. Lewis is the third son of Mr. James Graham Lewis, solicitor, of Ely-place, and was born in 1834. He was called to the bar at the Inner Temple in Hilary Term, 1856. He was a member of the South-Eastern Circuit, and he had for many years a very large criminal business on circuit, at the Central Criminal Court, and at the Middlesex Sessions. Owing to ill-health he had for some years ceased to practise. Mr. Lewis was married in 1863 to the daughter of Mr. Moritz Jacobsohn, of Frankfurt.

His Honour Judge ARUNDEL ROGERS died at Torquay on the 20th ult. Judge Rogers was the second son of Mr. Thomas Rogers, of Helston, and was born in 1825. He was educated at Trinity Hall, Cambridge. He formerly practised on the Western Circuit, and he was author of treatises on the Judicature Acts and on the Law of Mines. In 1879 he was appointed by Lord Cairns to the judgeship of county courts for Circuit No. 27, comprising parts of Shropshire and Herefordshire. Judge Rogers was married in 1870 to the daughter of Mr. Lawrence Gwynne, of Teignmouth.

Mr. EDWARD BEALE, solicitor (of the firm of Beale, Hoare, Howlett, & Tatham), of Maidstone, died on the 20th ult., in his ninety-second year. Mr. Beale was born in 1797. He was admitted a solicitor in 1820, and he had practised for nearly seventy years at Maidstone. He was at the time of his death associated in partnership with Mr. Robert Hoare, Mr. Francis Robert Howlett (who is clerk to the county magistrates for the Aylesford Division, and to the Commissioners of Taxes), and Mr. Richard Turner Tatham. Mr. Beale had been for many years clerk to the Deputy-Lieutenancy for the Maidstone Division. He was buried on the 20th ult.

Mr. GEORGE ROCHFORD CLARKE, barrister, died on the 29th ult., in his eighty-ninth year. Mr. Clarke was the second son of Mr. George Clarke, of Hyde House, Cheshire, and was born in 1801. He was educated at St. John's College, Cambridge. He had for many years an extensive practice as a special pleader, and he was called to the bar at the Inner Temple in Hilary Term, 1849. He was formerly a member of the Home Circuit, but he had long ago retired from practice. Mr. Clarke was a magistrate for Oxfordshire. He was married, in 1830, to the eldest daughter of the Rev. Henry Byron, but he became a widower in 1852. He was buried at Chesterton, Oxfordshire, on the 4th inst.

Mr. WILLIAM SATTERLEY LORD, Q.C., died on the 8th ult., while on his voyage from Capetown to England. Mr. Lord was the eldest son of the Rev. William Edward Lord, D.D., and was born in 1842. He was educated at St. Paul's School and at Magdalen College, Cambridge, and he was called to the bar at the Inner Temple in Trinity Term, 1873. He had practised for many years in South Africa. He was formerly Attorney-General of Griqualand West, and he was appointed a Queen's Counsel for that Colony in 1879. Mr. Lord was for some time member for Kimberley in the Legislative Assembly of the Cape Colony.

Mr. JOHN CULVERHOUSE COTTEW, solicitor (of the firm of Emmerson & Cottew), of Sandwich, Deal, and Walmer, died at Sandwich on the 24th ult. from disease of the heart. Mr. Cottew was born in 1822. He was admitted a solicitor in 1873, and he had since practised at Sandwich, Deal, and Walmer in partnership with Mr. Richard Joynes Emmerson. He was a perpetual commissioner for the county of Kent, deputy-clerk of the peace for the Borough of Sandwich, and clerk to the Worth School Board, and his firm are joint clerks to the county magistrates at Sandwich. Mr. Cottew leaves a widow, one son, and four daughters.

### APPOINTMENTS.

Mr. ROBERT MELVILLE, barrister, has been appointed Judge of County

Courts for Circuit No. 27, in succession to the late Judge Rogers. Mr. Melville is the only son of Mr. Michael Lanning Melville, barrister, and was born in 1841. He was educated at Magdalen College, Oxford, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1864. He has practised in the Chancery Division, being also a member of the South-Eastern Circuit.

Mr. CHARLES HALL, Q.C., M.P., has been appointed First Commissioner for England at the International Maritime Conference at Washington. Mr. Hall is the second son of Vice-Chancellor Sir Charles Hall, and was born in 1843. He was educated at Harrow and at Trinity College, Cambridge, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1846, but he afterwards migrated to the Middle Temple. He is a member of the South-Eastern Circuit. Mr. Hall was appointed Attorney-General to the Prince of Wales in 1877, he became a Queen's Counsel in 1881, and he has been M.P. for the Western Division of Cambridgeshire in the Conservative interest since 1885. He is a bencher of the Middle Temple.

Mr. HARRY LUSHINGTON STEPHEN, barrister, who has been appointed Clerk of Assize and Associate on the Northern Circuit, is the son of Mr. Justice Stephen. He was educated at Trinity College, Cambridge, and was called to the bar at the Inner Temple in June, 1885. He is a member of the South Wales and Chester Circuit.

Mr. FITZROY BELL, advocate, has been appointed Secretary to the Scotch University Commission.

Mr. WILLIAM JENKINS, solicitor and notary, of Falmouth, has been appointed Clerk to the Falmouth Local Board. Mr. Jenkins is clerk to the Falmouth United District School Board. He was admitted a solicitor in 1866.

Mr. GORONWY MAELOR EVANS, solicitor, of Holywell, Flint, Mostyn, and Rhyl, has been appointed Deputy-Coroner for Flintshire. Mr. Evans was admitted a solicitor in 1866.

### GENERAL.

In the *Cronin* case, up to Thursday, four more jurors had temporarily passed and may be approved by both sides. The defence had only fifteen peremptory challenges remaining. The indication is that the jury may be selected this week.

The *Globe* says that Mr. Edward Tyson, of Maryport, one of the oldest solicitors on the rolls, having been admitted as far back as the year 1828, has, in celebration of his golden wedding, made donations to various charities to the amount, in the aggregate, of £1,500.

It is stated that, in view of the recent raids on London clubs, the committee of a Birmingham club have taken the opinion of Mr. Poland as to whether baccarat may be played. It was pointed out that the club was not proprietary, but a legally-constituted members' club. Visitors were not allowed in the card room, either as players or as spectators. Mr. Poland says it is illegal to allow baccarat to be habitually played even in a *bona fide* club.

At a meeting of the Huddersfield Incorporated Law Society, held on the 22nd ult., the following resolution was passed:—"That the members of this society have heard with the deepest regret of the death of his Honour Judge McIntyre, Q.C., and desire to place on record their sense of the great loss the district has sustained in the death of one who, although he had been spared to occupy the distinguished position but a short time, had endeared himself to the members of the profession practising before him by his uniform courtesy and kindness, and excited their admiration by the zeal and ability with which he discharged his onerous duties; and the members wish to convey to Mrs. McIntyre and family their deepest and most heartfelt sympathy."

The *Athenaeum* says that an historical discovery of exceptional interest has lately been made by Mr. Round, who has identified some fragments of the original returns to the great "Inquest of Sheriffs" (A.D. 1170). It has hitherto been supposed that no trace of these returns existed, and Dr. Stubbs observes in his "Select Charters" that "the report, if ever it was made, must have been a record of the most interesting kind conceivable." We understand that these fragments establish the important fact that this searching inquiry was not restricted, as Mr. Freeman and Dr. Stubbs imagine, to "the Royal officers" and "the public money," but extended to those sums which, on various pretences, had been extorted by private landowners from their tenants. Mr. Round, we hear, has also identified as belonging to the reign of Stephen an elaborate survey, which possesses a peculiar value from its references to the Domesday survey, by which, indeed, it appears to have been checked. The earliest record reference to Domesday known to Ellis was of the reign of King John, so that this discovery represents an addition to our knowledge of the great survey.

The *Tribune*, says the *Albany Law Journal*, records an account of a sort of Jekyll-Hyde case in a court of law: "The case is one in which John H. Miller, a resident of Michigan, seeks 10,000 dols. damages from the Atlantic and Pacific Railway Company for being thrown from one of its trains while on his way north from Albuquerque, New Mexico. Mr. Miller left his home in Michigan to take a south-western trip. He started in the spring, buying a through ticket to Albuquerque and return. He calculated to spend the summer in the south-west and to return in the fall. There are not many tickets like his sold. It was a first-class limited ticket, good from April to November. The respect in which it differed from the ordinary ticket was in a description of Mr. Miller. It was a non-transferable arrangement, and in order to make certain of the identity of



the owner it had written in the last coupon a full description of the purchaser. Mr. Miller got along well going out to New Mexico. He went there in April. He bought a broncho and a cowboy's outfit, and for six months he breathed the free air of the plains. Every day he gained flesh. He let his beard and hair grow, and gained one hundred pounds in flesh. On his return to his home the conductor read the description of Miller, which said he was slim and wore only a moustache. Then he looked at Miller's two hundred pounds of flesh and 'sized up' his full beard of six months' growth, and the long brown hair which dropped in curls to Mr. Miller's stout shoulders. 'You ain't the man that's described here,' said the conductor, and put Mr. Miller off the train. There is room for a good deal of argument here, which no doubt the attorneys will improve. Was there not an implied warranty on Miller's part to live up to the description? Had he a right to impose on the company the burden of carrying a hundredweight more of passenger than the ticket called for? Was not the contract simply to carry a person of that precise description? How can a written description of the subject of a bill of lading be changed by parol?

## WINDING UP NOTICES.

London Gazette.—FRIDAY, Sept. 27.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

**DURHAM SALT CO., LIMITED**—Petition for winding up, presented Sept 26, directed to be heard before Denman, J., on Oct 9 Beall & Co, Blomfield House, London Wall, solors for petitioner  
**PRITCHARD & CO., LIMITED**—The Vacation Judge has fixed Oct 8, at 12, at his chambers, Royal Courts, for the appointment of an official liquidator  
**THE BOOTLE COLLEGE, LIMITED**—Creditors are required, on or before Nov 8, to send their names and addresses, and the particulars of their debts or claims, to Thomas Theodore Rogers, 30, North John st, Liverpool Atkinson, Liverpool, solor  
**THE SWANSEA BATHS AND LAUNDRY CO., LIMITED**—Creditors are required on or before Oct 28, to send their names and addresses, and the particulars of their debts or claims, to Richard Garnaut Cawker, 11, Temple st, Swansea Hartland & Isaac, Swansea, solors for liquidator  
**THE WAREHOUSE OWNERS' CO., LIMITED**—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to Mr William Alexander, 24, North John st, Liverpool Style, Liverpool, solor for liquidator

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

**VULCAN STEEL AND FORGE CO., LIMITED**—The Vice-Chancellor has fixed Monday, Oct 7, at 12, at the chambers of the Registrar, 9, Cock st, Liverpool, for the appointment of an official liquidator

## STANNARIES OF DEVON.

## LIMITED IN CHANCERY.

**NEW TAMAR SILVER LEAD MINES, LIMITED**—Petition for winding up, presented Sept 11, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Tuesday, Oct 15, at 12 Lodge & Co, Truro, agents for Chave & Chave, Bishopsgate st, solors for petitioner

London Gazette.—TUESDAY, Oct. 1.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

**DURHAM SALT CO., LIMITED**—Petition for winding up, presented Sept 25, directed to be heard before the Vacation Judge on Oct 9 Pritchard & Co, Painters' Hall, Little Trinity lane, solors for petitioners  
**MABLETHORPE GAS CO., LIMITED**—Pollock, B. has, by an order dated Aug 23, appointed William Parker Burkinshaw, Kingston upon Hull, official liquidator  
**NEW DURHAM SALT CO., LIMITED**—The Vacation Judge has fixed Oct 10, at 12, at the chambers of Chitty, J., for the appointment of an official liquidator  
**THE MALROSE CO., LIMITED**—Creditors are required on or before Oct 29, to send their names and addresses, and the particulars of their debts or claims, to Mr F H Lenders, 118, Bishopsgate st Within Stibbard & Co, Leadenhall st, solors for liquidator

## COUNTY PALATINE OF LANCASTER.

## LIMITED IN CHANCERY.

**STANDARD MANUFACTURING CO., LIMITED**—By an order made by Bristowe, VC, Frederick James Astbury, 34, Pall Mall, Manchester, was appointed official liquidator

## CREDITORS' NOTICES.

UNDER 22 &amp; 23 VICT. CAP. 33.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Sept. 20.

**AMON, ROBERT**, Hastings, Coal Merchant. Oct 17. Carless, St Leonards on Sea  
**BARBER, THOMAS**, Liverpool, Commission Merchant. Oct 31. Ridgway & Worsley, Warrington  
**BOOTH, ROBERT**, Leeds, Gent. Oct 21. Clarke & Son, Leeds  
**BRAITHWAITE, JOHN**, Alnwick, Northumberland, Gent. Oct 16. G & F Brumell, Morpeth  
**BRAYSHAW, JAMES**, Bradford, Weighing Machine Maker. Nov 18. Atkinson, Bradford  
**BURRELL, BRYAN**, Broome pk, Northumberland. Oct 20. Forster & Paynter, Alnwick  
**CART, ROBERT**, Adelphi terr, Strand, Gent. Oct 18. Child & Son, Guildhall chbrs, Basinghall st  
**DOWNTON, CHARLES**, Wimborne Minster, Dorset, Bootmaker. Oct 15. Hutton, Wimborne Minster  
**DRAKE, MARY ANN**, Bridlington Quay, Yorks. Oct 21. Clarke & Son, Leeds, and Richardson & Son, Bridlington  
**ELLIS, GEORGE WADDINGTON**, Southport, Wine Merchant. Oct 18. Fletcher & Co, Southport  
**EVERITT, JAMES**, Atherstone, Warwick, Hat Manufacturer. Oct 31. Wratislaw, Rugby  
**GIBBS, SAMUEL**, Beccles, Suffolk, retired Cornchandler. Nov 1. Angell, Beccles  
**HARROP, MARIA**, Buxton, Derby. Nov 16. Clay & Son, Manchester  
**HISSEY, HENRY**, Wokingham, Berks. Oct 31. Slade, Wallingford  
**HODGSON, Rev BEILBY PORTEUS**, Hatburn Vicarage, nr Morpeth. Oct 16. G & F. Brumell, Morpeth

**JOHNSON, EDWARD DANIEL**, Highbury New pk, Islington, retired Watch Manufacturer. Oct 31. Breece, City Press-chmbrs, Aldersgate st  
**JOHNSON, JANE**, Bishopwearmouth, Durham. Oct 23. Ritson, Sunderland  
**MEARBECK, MARY ANN**, Ecclesall, Sheffield. Oct 26. Irons, Sheffield  
**MURGATROYD, SARAH**, Bury. Oct 24. Butcher & Barlow, Bury  
**OSBORNE, GEORGE**, St George's, Glos, Shoemaker. Oct 31. Marwood & Bountflower, Bristol  
**SMITH, HENRY JOHN**, Wilson st, Finsbury sq, Manufacturer. Nov 4. Minet & Co, King William st  
**STONES, JOHN, Marple, Chester, Yeoman.** Oct 30. Johnson & Johnsons, Stockport  
**STONES, MARY, Marple, Chester.** Oct 30. Johnson & Johnsons, Stockport  
**TAYLOR, JOHN NICHOLSON**, Kirkby in Furness, Lancs, retired Gardener. Oct 30. Remington, Ulverston  
**TIPLADY, JAMES**, Kirkstall, Yorks, Waggoner. Nov 1. Craven, Horsforth, nr Leeds  
**WACE, EDWARD GEORGE**, Lahore, Punjab, India, Colonel in Bengal Staff Corps. Oct 19. Grover & Humphreys, King's Bench Walk, Temple  
**WEINICH, LUDWIG CARL GEORGE**, Prenzlau, Prussia, Millowner. Oct 20. Southern, Gracechurch st  
**WELD, JOSEPH**, Lynton, Hants, Esq. Nov 1. Palmer & Co, Trafalgar sq  
**WHITBY, WILLIAM**, Nottingham, Corn Merchant. Oct 31. Walker, Nottingham  
**WILSON, SOPHIA MARIA**, Dorking, Surrey. Oct 24. Valpy & Co, Lincoln's Inn fields

London Gazette.—TUESDAY, Sept. 24.

**BAGLEY, ALFRED**, Thorney, Iver, Bucks, Farmer. Oct 19. Mercer, Uxbridge  
**BINNS, THOMAS**, Halifax, Gent. Nov 1. England, Halifax  
**BISNIS, WILLIAM**, Oxenhope, nr Keighley, Yorks, Retired Worsted Spinner. Nov 15. Wright & Waterworth, Keighley  
**BRETT, ROBERT**, Woodridings, Pinner, Carrier's Manager. Nov 8. Godwin & Son, Wool Exchange, Coleman st  
**BROWN, JOHN**, Liversedge, Yorks, Land Agent. Nov 20. Clough, Cleckheaton  
**CASTLE, JOHN**, Folkestone, formerly Butcher. Nov 9. A. D. & L. J. D. Brockman, Folkestone  
**COAKER, CHARLES THOMAS**, Manchester, Draper. Oct 31. Needham & Co, Manchester  
**CROFTS, JOHN**, Holbeach, Lincs, Gent. Nov 15. Willders & Son, Holbeach  
**EATON, THOMAS**, West Kirby, Chester, Clerk in Holy Orders. Oct 31. Barker Bedford row  
**HART, THOMAS HOKKINS**, St Albans, Gent. Oct 21. Hodding, St Albans  
**HAWKSFORD, EMMA WINIFRED**, Wolverhampton. Oct 21. Owen, Wolverhampton  
**HOLLINGWORTH, BETTY**, Knottingley, Yorks, Clothier. Oct 31. Foster & Raper, Pontefract  
**HUNT, THOMAS EDWARD**, Manchester, Commission Agent. Oct 10. Brooke, Hyde  
**JONES, THOMAS**, Cricketh, Carnarvon, Contractor. Nov 1. Lloyd & Co, Cricketh  
**LEATE, MARY ANN**, Leatherhead, Surrey. Nov 7. Perkins, Guildford  
**MARTIN, EDWARD HARRISON**, Madeley, Staffs, Land Agent. Oct 29. Martin, Nantwich  
**METCALFE, JAMES**, Halifax, Gent. Nov 1. England, Halifax  
**NELSON, ELIZA SARAH**, Hargrave pk rd, Upper Holloway. Nov 12. Taylor & Taylor, New Broad st  
**PARKINSON, WILLIAM ASKEW**, Quernmore, Lancs, Corn Merchant. Oct 14. Sharp & Son, Lancaster  
**RADDEN, THOMAS**, Plymouth, Farrier. Nov 1. Shelly & Johns, Plymouth  
**REEVE, RICHARD HENRY**, Lowestoft, Esq. Oct 16. Reeve & Mayhew, Lowestoft  
**RICKWOOD, JOHN**, sen, Ely, Cambs. Nov 30. Ward, King's Lynn  
**SHEPHERD, GEORGE**, Cardiff, Contractor. Nov 1. David, Cardiff  
**SMITH, JOSEPH**, Stockport, Designer. Oct 31. Pegge, Manchester  
**STANTON, ELLEN**, Harpole, Northampton. Oct 19. Howes & Co, Northampton  
**SUTCLIFFE, WILLIAM HENRY**, Cheadle, Chester, Surgeon. Oct 26. Ashworth & Imman, Manchester  
**TANENBERG, SIMON**, Leeds, Jeweller. Sept 21. Maud, Leeds  
**TAYLOR, JOHN THISTLETHWAITE**, Mawdesley, Lancs, Photographer. Oct 15. Dean & Son, Preston  
**WHITE, ELIZABETH**, Tadcaster, Yorks. Oct 19. Bromet & Co, Tadcaster  
**WHOMES, ROBERT**, Brook House, Lewisham, Esq. Oct 19. Newton & Newton, High st, Lewisham  
**WINDER, ROBERT HENRY**, Junction rd, Holloway, Gent. Nov 12. Taylor & Taylor, New Broad st

London Gazette.—FRIDAY, Sept. 27.

**BANKS, HENRY ALFRED**, King st, Cheapside, Gent. Nov 1. Rooks & Co, King st, Cheapside  
**BUCEWELL, ELIZA FRANCIS**, Denmark villas, Bromley. Oct 28. Latter & Willott, Bromley  
**CHILLINGWORTH, HENRY WILLIAM**, Peabody's bldgs, Bunhill row, retired Police Constable. Nov 8. Marsden & Son, Queen st, Cheapside  
**CLARK, ROBERT BLACK**, Kennington rd, Licensed Victualler. Nov 25. Howard Gray's inn sq  
**CEOUCH, THOMAS**, New Union st, Little Moorfields, Pocket Book Maker. Oct 31. Baylis & Pearce, Church ct, Old Jewry  
**DANGERFIELD, JOHN**, Bristol, City Missionary. Dec 1. Witchell & Sons, Stroud  
**DICKSON, Major ALEXANDER GEORGE**, late M.P. for Dover, German Hall, Suffolk. Oct 24. Harries & Co, Coleman st  
**EDWARDS, ANNA MARIA**, Huntingdon st, Caledonian rd, Islington. Oct 23. Price & Son, Walbrook  
**FELME, MARGARET**, Heath rd, Hounslow. Nov 8. Nash & Co., Queen st, Cheapside  
**FLETCHER, ANN**, Norwich. Oct 27. Goodchild, Norwich  
**FOSTER, HENRY**, Lynton rd, Bermondsey, Leather Dresser. Oct 21. Elmale & Haygrove, Charlotte NETTLETON, Primrose Hill rd, Hampstead. Oct 9. Shephards, Finsbury circus  
**HILL, WILLIAM**, Adel, nr Leeds, Architect. Dec 31. Whitaker, Leeds  
**HODGSON, JOSEPH**, Rochester terr, Willesden Green, Farmer. Oct 28. Cobb, Lincoln's inn fields  
**HOPKINS, JAMES RICHARD**, Tyssen pl, Dalston, Dock Clerk. Nov 1. Marriott, Nottingham  
**MARTIN, JOHN HENRY**, Hastings, Draper. Nov 1. Chalinder, Hastings  
**MILTON, WILLIAM BUNCE**, Inner Temple, Barrister at Law. Dec 1. Sanders & Co, Birmingham  
**NORTH, FREDERICK HENRY**, Wiveliscombe, Somerset, Gent. Dec 25. Pinchard & Ains, Taunton

PRATT, ROBERT, Guildford. Oct 12. R. E. & T. B. Mellersh, Godalming  
 RIPPON, ELIZABETH, Stanhope, Durham. Dec 11. Wilson & Ormsby, Durham  
 ROYER, JAMES, Derby, Tanner. Oct 26. Hankinson, Derby  
 SALMON, WILLIAM BROOME, Coonoor, Nilgiris, Madras, India, Lieut. Gen.  
 Retired, Bombay Staff Corps. Oct 25. Richardson & Sadler, Golden sq.  
 SMITH, JAMES, Madley, Hereford, retired Farmer. Oct 15. Symonds & Son,  
 Hereford  
 THAIN, JANET, Torquay. Oct 31. Kitsons & Co, Torquay  
 TURNER, CATHERINE, Windsor st, Liverpool. Oct 27. Thornely & Cameron,  
 Liverpool  
 WHITTAKER, ELIZABETH ANN, Withington, Lancs. Oct 19. L. R. & J. Ent-  
 wise, Manchester

London Gazette.—TUESDAY, Oct. 1.

ABBOTT, EMILY, Waterloo rd, Liverpool. Oct 31. Forshaw & Hawkins, Liver-  
 pool  
 ABRAS, WILLIAM, Witheral, Cumberland, Surgeon. Nov 7. Studholme, Cart-  
 mell, Carlisle  
 BAKER, HENRY, Bridgewater, General Merchant. Nov 25. Portland & Co,  
 Temple chubbs, Temple avenue  
 BLOXSONE, Rev WILLIAM HENRY, Mawgan Rectory, nr Helston, Cornwall.  
 Clerk. Nov 1. Rogers & Son, Helston  
 COATES, WILLIAM, Apperley Bridge, nr Leeds. Oct 30. Jessop, Bradford  
 COX, JAMES, Macclesfield, retired Fishmonger. Nov 25. Barclay & Taylor,  
 Macclesfield  
 CRAWSHAY, JESSE, Dany Park, Brecon. Nov 4. Lawrence & Co, New sq, Lin-  
 coln's inn  
 DAY, FRANCIS, Cheltenham, Deputy-Surgeon-General in Madras Army. Dec 1.  
 Winterbrothons & Gurney, Cheltenham  
 DENTON, DAVID, Halifax, Innkeeper. Nov 6. Walker, Halifax  
 FAWKES, EDWARD, Stakes rd, nr Waterloo, Southampton, Esq. Nov 1.  
 Tucker & Lake, Serle st, Lincoln's inn  
 HALL, HENRY, Ripplingale, Lincs, Farmer. Nov 11. Beaumont, Grantham  
 HAMMONDS, JAMES, Bristol, Pawnbroker. Dec 31. Hunt & Co, Bristol

HEATON, WILLIAM ADAM, Blackburn, Bootmaker. Oct 19. L & W Wilkinson,  
 Blackburn  
 INGLIS, ELIZABETH, Spencer hill, Wimbledon. Nov 27. Vandercom & Co, Bush  
 lane  
 MANEY, CHARLES, Banbury, Oxford, Gent. Nov 15. Bliss, Banbury  
 MANEY, MARY, Banbury, Oxford, Widow. Nov 15. Bliss, Banbury  
 MAYDEW, THOMAS, Macclesfield, Plumber. Nov 25. Barclay & Taylor, Maccles-  
 field  
 PENKETH, PETER, Cambridge grdns, Notting hill, Gent. Nov 1. Morecroft,  
 Liverpool  
 PHILLIPS, SARAH, Southwater, Sussex. Nov 1. Medwin & Co, Horsham  
 REDHARD, GEORGE, Wincobles, Low Walker, Northumberland, River Pilot.  
 Oct 15. W. J. S. & J. A. S. Scott, Newcastle upon Tyne  
 SOUTHEY, ALFRED PAYNE, Conduit st, Esq. Nov 1. Howard, Finsbury circus  
 SPILSBURY, LOUISA, Brighton. Nov 1. Trevor & Co, Brighton  
 SWANN, ROBERT, Attercliffe, Sheffield, Grocer. Nov 30. Taylor, Sheffield  
 SWERT, JOHN THOMAS, Old st, Licensed Victualler. Oct 31. Cuddon & Co,  
 Fleet st  
 WALKER, WILLIAM, Balsall Heath, Worcs, Draper. Nov 11. Canning & Can-  
 ning, Birmingham  
 WARBURTON, LETTICE, Henbury, nr Macclesfield, Farmer. Nov 25. Barclay &  
 Taylor, Macclesfield  
 WILLMOTT, JOHN, Spalding, Hair Dresser. Dec 1. Harvey, Spalding

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or  
 renting a house have the Sanitary arrangements thoroughly examined by an expert  
 from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st., West-  
 minster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]  
 HEALTHY HOMES.—London and Provincial Sanitary Company (Limited),  
 Palace-chambers, Westminster. Improved water supply. Town and country  
 Houses Inspected. Terms moderate. Apply to SECRETARY.—[ADVT.]

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Sept 27.

### RECEIVING ORDERS.

ALLEN, MATTHEW, Wakefield, Insurance Agent  
 Wakefield Pet Sept 21 Ord Sept 21  
 BADCOCK, RICHARD, Bideford, Devon, late Farmer  
 Barnstaple Pet Sept 25 Ord Sept 25  
 BATE, JAMES, Philbrick terr, Nunhead lane, Peckham  
 rye, Builder High Court Pet Sept 24 Ord  
 Sept 24  
 BEALING, ALBERT HENRY, Southampton, Boot  
 Maker Southampton Pet Sept 25 Ord Sept 25  
 BEDWELL, JOHN WILLIAM, Sandwich, Kent, Farmer  
 Canterbury Pet Sept 24 Ord Sept 24  
 BURGESS, EDWIN, Sutton Scotney, nr Hants, Michel-  
 dever, Butcher Winchester Pet Sept 23 Ord  
 Sept 23  
 COPELY, THOMAS, and GEORGE GRAY, Bradford, Rope  
 Manufacturers Bradford Pet Sept 23 Ord  
 Sept 23  
 COWLING, GERRARD HUDSON, Sheffield, Skin Classifier  
 Sheffield Pet Sept 23 Ord Sept 23  
 COX, GEORGE, Blandford, Dorset, Bootmaker Dor-  
 chester Pet Sept 23 Ord Sept 23  
 DAVY, JOHN WILLIAM, Westbury upon Trym, Bristol,  
 Carrier's Manager Bristol Pet Sept 25 Ord  
 Sept 25  
 DAVIES, ELEAZER, Ebbw Vale, Mon, Draper Tredegar  
 Pet Sept 23 Ord Sept 23  
 DAVIES, JOSEPH RICHARD, Pencader, Carmarthen-  
 shire, Draper Carmarthen Pet Sept 21 Ord  
 Sept 21  
 DENNIS, EDWIN, Bishop Wilton, Yorks, Tailor York  
 Pet Sept 25 Ord Sept 25  
 FLETCHER, CHARLES, Leicester, Farmer Leicester  
 Pet Sept 25 Ord Sept 25  
 GOODHAND, FREDERICK, Louth, Lincs, Hoiser Gt  
 Grimsby Pet Sept 21 Ord Sept 21  
 GREENBURY, RALPH, Scarborough, Grocer Scar-  
 borough Pet Sept 23 Ord Sept 23  
 HAGUE, GEORGE, jun, Wheatley, nr Doncaster, Boot  
 Dealer Sheffield Pet Sept 23 Ord Sept 23  
 HILLIER, H. J., Prnd st, Manufacturer of the Oil of  
 Sahara High Court Pet Sept 4 Ord Sept 25  
 HOLZAPFEL, ALBERT CHARLES AUGUSTUS, Fenchurch  
 st, Merchant's Clerk High Court Pet Sept 23  
 Ord Sept 23  
 HULBERT, HENRY, Atworth, Wilts, Builder Bath  
 Pet Sept 24 Ord Sept 24  
 JACKSON, SAMUEL, otherwise SEYMOUR JACKSON, Old  
 Trafford, nr Manchester, Operatic Vocalist  
 Salford Pet Sept 25 Ord Sept 25  
 KING, JAMES, Knutsford, Cheshire, Nurseryman  
 Manchester Pet Sept 25 Ord Sept 25  
 LANG, WILLIAM, Manchester, Travelling Draper  
 Manchester Pet Sept 11 Ord Sept 25  
 LISTER, CYRUS, East India Dock rd, Poplar, Tailor  
 High Court Pet Sept 23 Ord Sept 23  
 LOGAN, DAVID, Burnhope Colliery, nr Lancaster,  
 Durham, Greengrocer Durham Pet Sept 24  
 Ord Sept 24  
 LUXON, MARIA, Exeter, Baker Exeter Pet Sept 24  
 Ord Sept 24  
 MEIRCH, ARTHUR HENRY JAMES, Sparkbrook, Bir-  
 mingham, Photographer's Assistant Birming-  
 ham Pet Sept 23 Ord Sept 23  
 MILLS, GEORGE, Kessingland, Suffolk, Wheelwright  
 Gt Yarmouth Pet Sept 25 Ord Sept 25  
 OWEN, SAMUEL, Sun st, Finsbury, Plumber High  
 Court Pet Sept 25 Ord Sept 25  
 POLLARD, ALFRED JAMES, Weston super Mare, Car-  
 penter Bridgwater Pet Sept 24 Ord Sept 24  
 RHODES, CHARLES, Bradford, Greengrocer Bradford  
 Pet Sept 24 Ord Sept 24  
 SALBERG, LUDWIG GEORGE, Leadenhall st, Tobacco  
 Merchant High Court Pet Sept 23 Ord Sept 23

SLATER, JOHN, Ashbourne, Derbyshire, Grocer  
 Burton on Trent Pet Sept 23 Ord Sept 23  
 SPENCER, JOHN THOMAS, Ipswich, Boot Maker Ips-  
 wich Pet Sept 23 Ord Sept 23  
 THISEN, FREDERICK, Morriston, nr Swansea, Ship-  
 per in Tin Works Swansea Pet Sept 23 Ord  
 Sept 23  
 TOWNSEND, SAMUEL ROBINSON, Kingston upon Hull,  
 Licensed Victualler Kingston upon Hull Pet  
 Sept 23 Ord Sept 23  
 RIMMER, JOHN, Halsall, Lancs, Farmer Liverpool  
 Pet Sept 23 Ord Sept 23  
 WOOD, GEORGE, Kingston upon Hull, Licensed Vic-  
 tualler Kingston upon Hull Pet Sept 23 Ord  
 Sept 23  
 YOUNG, WILLIAM DAVID, Queen Victoria st, Post  
 Office Clerk High Court Pet Aug 30 Ord  
 Sept 19

### FIRST MEETINGS.

ALLEN, MATTHEW, Wakefield, Insurance Agent  
 Oct 4 at 11 Off Rec, Bond terrace, Wakefield  
 APPLETON, WILLIAM EDWARD, Great Yarmouth,  
 Lodging House Keeper Oct 5 at 12 Off Rec, 8,  
 King st, Norwich  
 BARKHAM, EDWARD, Birmingham, Tobaccoconist Oct  
 7 at 11 25, Colmore rd, Birmingham  
 BURGESS, EDWIN, Sutton, Scotney, nr Micheldever,  
 Hants, Butcher Oct 8 at 2 Off Rec, 4, East st,  
 Southampton  
 BROUGHTON, JAMES DAVID, Maidia Vale, Cheese-  
 monger Oct 11 at 11 Bankruptcy bldgs, Por-  
 tugal st, Lincoln's inn fields  
 CLUCAS, JANE, Drighlington, Yorks, Licensed  
 Victualler Oct 8 at 3 Off Rec, 31, Manor row,  
 Bradford  
 COPELY, THOMAS, and GEORGE GRAY, Bradford, Rope  
 Manufacturers Oct 9 at 11 Off Rec, 31, Manor  
 row, Bradford  
 COWLING, GERRARD HUDSON, Sheffield, Skin Classifier  
 Oct 7 at 12 Off Rec, Halifax  
 COX, GEORGE, Blandford, Bootmaker Oct 7 at 1 Off  
 Rec, Salisbury  
 ELLIS, THOMAS, Upper Thames st, Wholesale Tea  
 Dealer Oct 10 at 12.30 33, Carey st, Lincoln's inn  
 FRENCH, WILLIAM HALL, Brentwood, Essex, Horse  
 Dealer Oct 15 at 3 Shirehall, Chelmsford  
 FULLER, CHARLES, Sawston, Camb, Builder Oct 14  
 at 12 Off Rec, 5, Petty Cury, Cambridge  
 GARLICK, EDWARD WILLIAM BENNETT, Ipswich,  
 Surgeon Oct 5 at 12 Off Rec, Ipswich  
 GILLING, GEORGE, Gt Dunham, Norfolk, Miller  
 Oct 5 at 12.30 Off Rec, 8, King st, Norwich  
 GRAHAM, DENNIGH (in the Receiving Order described  
 as DENNY GRAHAM), Globe Wharf, Canal Bridge,  
 Old Kent rd, China Dealer Oct 10 at 11 Bank-  
 ruptcy bldgs, Lincoln's inn  
 HARE, THOMAS BARRETT, Baswich, nr Stafford,  
 Farmer Oct 19 at 11.30 Off Rec, St Martin's pl,  
 Stafford  
 HAYNES, JOHN FRANKLIN, Weston on the Green,  
 Oxon, Farm Bailiff Oct 5 at 12 1, St Aldates,  
 Oxford  
 HAYWARD, JOHN, Kentish Town rd, Grocer Oct 9 at  
 12 Bankruptcy bldgs, Portugal st, Lincoln's inn  
 fields  
 HUNT, GEORGE, Runcorn, Stonemason Oct 4 at 3  
 Off Rec, Ogden's chbrs, Bridge st, Manchester  
 IRWIN, WILHELMINA, Southsea, Widow Oct 14 at 3.30  
 166, Queen st, Portsea  
 KING, GEORGE HENRY, Farnborough, Southampton,  
 Journeyman Plumber Oct 4 at 12 No 16 Room,  
 30 and 31, St Swithun's lane  
 LANG, WILLIAM, Manchester, Travelling Draper Oct  
 4 at 11.30 Off Rec, Ogden's chbrs, Bridge st,  
 Manchester

LOYD, JOHN, Swansea, Grocer Oct 14 at 12 Off Rec,  
 97, Oxford st, Swansea  
 LONGBOTTOM, BENJAMIN, Leeds, Beerhouse Keeper  
 Oct 7 at 11 Off Rec, 22, Park row, Leeds  
 LUNON, MARIA, Exeter, Baker Oct 8 at 4 Off Rec,  
 13, Bedford circus, Exeter  
 MITCHELL, ALEXANDER, Oxford st, Insurance Super-  
 intendent Oct 9 at 11 23, Carey st, Lincoln's inn  
 fields  
 OLIVER, JOHN, Barton, Notts, late Butcher Oct 4 at  
 3.30 Off Rec, 1, High pavement, Nottingham  
 RHODES, CHARLES, Bradford, Greengrocer Oct 9 at 12  
 Off Rec, 31, Manor row, Bradford  
 RICHARDS, WILLIAM HENSHAW, Wrexham, Denbigh-  
 shire, Tailor Oct 7 at 3 The Priory, Wrexham  
 ROWLANDS, JOSIAH THOMAS, Pentre, Glam, Boot  
 Dealer Oct 7 at 12 Off Rec, Merthyr Tydfil  
 RUSHTON, JOHN ARTHUR GRATSON, Grantham,  
 Butcher Oct 4 at 12 Off Rec, 1, High pavement,  
 Nottingham  
 THISEN, FREDERICK, Morriston, nr Swansea, Ship-  
 per in Tin Works Oct 14 at 2.30 Off Rec, 97,  
 Oxford st, Swansea  
 SLATER, JOHN, Ashbourne, Derbyshire, Grocer Oct  
 4 at 3 Off Rec, St James's chbrs, Derby  
 SNELLING, CHARLES, Norwich, Bootmaker Oct 5 at  
 11 Off Rec, 8, King st, Norwich  
 SOLDER, FRANK CASPER, North Woolwich, Essex,  
 Bootmaker Oct 8 at 12 Bankruptcy bldgs,  
 Lincoln's inn  
 SPENCER, JOHN THOMAS, Ipswich, Bootmaker Oct 3  
 at 11.30 Off Rec, Ipswich  
 WARMAN, JAMES, Sneyton, Notts, lately Cabinet  
 Maker Oct 4 at 11 Off Rec, 1, High pavement,  
 Nottingham  
 WATSON, GEORGE, Middlesborough, Wharfinger Oct  
 4 at 11 Off Rec, 8, Albert rd, Middlesborough  
 WELTON, CHARLES EDMUND, Yaxley, Suffolk,  
 Blacksmith Oct 5 at 12.30 Off Rec, Ipswich  
 WEST, JAMES, Beccles, Suffolk, Wheelwright Oct 5  
 at 11.30 Off Rec, 8, King st, Norwich  
 WILLIAMS, ISSAC, Kings Hill, Wednesbury, Boat  
 Ganger Oct 16 at 10 Off Rec, Bridge st, Walsall

### ADJUDICATIONS.

ALLEN, MATTHEW, Wakefield, Insurance Agent  
 Wakefield Pet Sept 21 Ord Sept 21  
 BADCOCK, RICHARD, Bideford, Devon, late Farmer  
 Barnstaple Pet Sept 25 Ord Sept 25  
 BARKHAM, EDWARD, Birmingham, Tobaccoconist  
 Birmingham Pet Sept 11 Ord Sept 25  
 BATE, JAMES, Philbrick terr, Nunhead lane, Peck-  
 ham rye, Builder High Court Pet Sept 24  
 Ord Sept 24  
 BEALING, ALBERT HENRY, Southampton, Bootmaker  
 Southampton Pet Sept 25 Ord Sept 25  
 CARPENTER, JOHN AUSTIN, Alma terr, Allen st, Ken-  
 sington, formerly Wharfinger High Court Pet  
 July 25 Ord Sept 25  
 COPELY, THOMAS, and GEORGE GRAY, Bradford, Rope  
 Manufacturers Bradford Pet Sept 23 Ord  
 Sept 23  
 COWLING, GERRARD HUDSON, Sheffield, Skin Classifier  
 Sheffield Pet Sept 23 Ord Sept 23  
 COX, GEORGE, Blandford, Dorset, Bootmaker Dor-  
 chester Pet Sept 23 Ord Sept 23  
 DAVIES, DAVID JONES, Gellygaer, Glam, Clerk in  
 Holy Orders Merthyr Tydfil Pet Aug 19 Ord  
 Sept 11  
 DAVIES, ELEAZER, Ebbw Vale, Draper Tredegar  
 Pet Sept 21 Ord Sept 23  
 GREENBURY, RALPH, Scarborough, Grocer Scar-  
 borough Pet Sept 23 Ord Sept 25  
 HAGUE, GEORGE, jun, Wheatley, nr Doncaster, Boot  
 Dealer Sheffield Pet Sept 23 Ord Sept 23



HAYNES, JOHN FRANKLIN, Weston on the Green, Oxon., Farm Bailiff Oxford Pet Sept 14 Ord Sept 21  
 HOLZAPFEL, ALBERT CHARLES AUGUSTUS, Fenchurch st., Merchant's Clerk High Court Pet Sept 25 Ord Sept 25  
 JONES, GEORGE HERBERT, Shrewsbury, Tobaccoist Shrewsbury Pet Sept 7 Ord Sept 20  
 KING, JAMES, Knutsford, Cheshire, Nurseryman Manchester Pet Sept 25 Ord Sept 25  
 LAMBERT, RADULFE LENOX, Stoke le, Somerset, Gent. Frome Pet Sept 11 Ord Sept 21  
 LISTER, CYRUS, East India Dock rd, Poplar, Tailor High Court Pet Sept 23 Ord Sept 23  
 LOGAN, DAVID, Burnhope Colliery, nr Lancaester, Durham, Greensgrocer Durham Pet Sept 24 Ord Sept 24  
 LOWER, GEORGE MARSDEN, Avenue rd, Clapham, Builder Wandsworth Pet Sept 17 Ord Sept 21  
 LUXON, MARIA, Exeter, Baker Exeter Pet Sept 24 Ord Sept 24  
 OWEN, SAMUEL, Sun st, Finsbury, Plumber High Court Pet Sept 25 Ord Sept 25  
 POINTE, ROBERT, Reading, Builder Reading Pet Sept 12 Ord Sept 25  
 POLLARD, ALFRED JAMES, Weston super Mare, Carpenter Bridgewater Pet Sept 23 Ord Sept 24  
 RHODES, CHARLES, Bradford, Greensgrocer Bradford Pet Sept 24 Ord Sept 25  
 ROUGHETTE, HENRY SKIMOUR, Finsbury circus, Merchant High Court Pet Sept 23 Ord Sept 25  
 SLATER, JOHN, Ashbourne, Derbyshire, Grocer Burton on Trent Pet Sept 23 Ord Sept 23  
 SNELLING, CHARLES, Norwich, Boot Manufacturer Norwich Pet Sept 21 Ord Sept 23  
 TOWNSEND, SAMUEL ROBINSON, Kingston upon Hull, Licensed Victualler Kingston upon Hull Pet Sept 23 Ord Sept 23  
 WHEELER, THOMAS LUTON, Beds, Straw Hat Manufacturer Luton Pet Sept 21 Ord Sept 23  
 WOOD, GEORGE, Kingston upon Hull, Licensed Victualler Kingston upon Hull Pet Sept 23 Ord Sept 23

London Gazette—TUESDAY, Oct. 1.

#### RECEIVING ORDERS.

BEECH, JOSEPH, Wigan, Glass Dealer Wigan Pet Sept 26 Ord Sept 23  
 BIGGS, H. B., Eaton rise, Ealing, no occupation Brentford Pet Aug 12 Ord Sept 24  
 BOTT, FREDERICK, Leicester, Boot Manufacturer Leicester Pet Sept 28 Ord Sept 23  
 BROOKFIELD, WILLIAM, Sheffield, Licensed Victualler Sheffield Pet Sept 24 Ord Sept 27  
 CARNY, CHARLES HENRY, Huddersfield, Whitesmith Huddersfield Pet Sept 19 Ord Sept 23  
 CARTER, JAMES, Bradford, Stuff Merchant Bradford Pet Sept 24 Ord Sept 27  
 CARTER, THOMAS ALBERT, Chester, Baker Chester Pet Sept 19 Ord Sept 23  
 CASTLE, GEORGE, Rainsgate, Boot Dealer Canterbury Pet Sept 23 Ord Sept 23  
 CHARLTON, JOSHUA CHARLES, Poole, Dorset, late Licensed Victualler Poole Pet Sept 27 Ord Sept 27  
 COOPER, JOSEPH, Salford, General Dealer Salford Pet Sept 27 Ord Sept 27  
 EDWARDS, EDWIN WARREN, Margate, Builder Canterbury Pet Sept 23 Ord Sept 23  
 ELLIS, JOSEPH, Harrogate, Stationer York Pet Sept 26 Ord Sept 26  
 EVANS, ROBERT MEREDYDD, Liverpool, Mantle Merchant Liverpool Pet Aug 15 Ord Sept 27  
 GRIFFIN, CHARLES JAMES, Southampton st, Camberwell, Grocer High Court Pet Sept 27 Ord Sept 27  
 HEATON, ALEXANDER, Manchester, Valuer of Fire Losses Manchester Pet Sept 26 Ord Sept 23  
 HODGKINS, CHARLES, Northfield, Worcester, Farmer Birmingham Pet Sept 26 Ord Sept 23  
 HOLT, JOHN, Cromwell rd, Upton pk, Essex, Iron Moulder High Court Pet Sept 23 Ord Sept 23  
 HORROCKS, WILLIAM, Bolton, Tailor Bolton Pet Sept 27 Ord Sept 27  
 INDER, LUKE, Martock, Somerset, Butcher Yeovil Pet Sept 26 Ord Sept 26  
 LEE, BENJAMIN, Horsforth, Yorks, Commission Agent Leeds Pet Sept 23 Ord Sept 23  
 MARSHALL, JOHN WILLIAM, Brighton, Greensgrocer Brighton Pet Sept 27 Ord Sept 27  
 MITCHELL, WILLIAM, Tattersett, Norfolk, Farmer Norwich Pet Sept 26 Ord Sept 23  
 NEWALL, FREDERICK, St John st rd, Clerkenwell, late Boot Dealer High Court Pet Sept 2 Ord Sept 23  
 NEWTON, WILLIAM JOHN, Southsea, Grocer Portsmouth Pet Sept 27 Ord Sept 27  
 OAKLEY, WILLIAM, Luton, Beds, late Licensed Victualler Luton Pet Sept 27 Ord Sept 27  
 PEMBERTON, ADOLPHUS LEWIS, Gt Eastern st, Curtain rd, Cabinet Maker High Court Pet Sept 26 Ord Sept 26  
 PRISTON, TOM HENRY, Torquay, Newsagent Exeter Pet Sept 27 Ord Sept 27  
 RESTORICK, WILLIAM GEORGE, Colyton, Devon, General Dealer Exeter Pet Sept 27 Ord Sept 27  
 RICHARDS, JAMES, Wincanton, Somerset, Auctioneer Yeovil Pet Sept 27 Ord Sept 27  
 RICHARDSON, CHARLES, Whitecross st, Linen Draper High Court Pet Sept 25 Ord Sept 25  
 RIDDELL, JOHN, Ambie, Northumberland, Engineer Newcastle on Tyne Pet Sept 3 Ord Sept 26  
 ROWING, WILLIAM JOHN, East Dereham, Norfolk, Coal Merchant Norwich Pet Sept 23 Ord Sept 23  
 SAWYER, GEORGE, Twyford, Berks, Butcher Reading Pet Sept 11 Ord Sept 27  
 SMITH, JOHN, ROBERT ALBERT SMITH, and WALTER

FISHER, Beech st, Barbican, Whip Manufacturers High Court Pet Sept 23 Ord Sept 23  
 STEPHENSON, WILLIAM WOODHEAD, Kingston upon Hull, late Laundry Manager Kingston upon Hull Pet Sept 23 Ord Sept 26  
 STEVENS, JESSE, late of Chislehall, Essex, Publican Greenwich Pet July 25 Ord Sept 20  
 THOMAS, WILLIAM, Swansea, Grocer's Assistant Swansea Pet Sept 25 Ord Sept 25  
 VIVIAN, WILLIAM HENRY, Loughton, Essex, Baptist Minister Loughton Pet Sept 13 Ord Sept 27  
 WADSWORTH, THOMAS, Barkland, nr Halifax, Farmer Halifax Pet Sept 28 Ord Sept 23  
 WATSON, SYDENHAM JOHN CURLEY, late Poplar Walk rd, Herne Hill, formerly Surveyor High Court Pet Sept 3 Ord Sept 26  
 WILSON, ROBERT, and WILLIAM WILSON, Woolwich, Sanitary Plumbers Greenwich Pet Sept 21 Ord Sept 21  
 WINKER, JOHN, Stoke upon Trent, Brewer's Traveller Stoke upon Trent Pet Sept 11 Ord Sept 23  
 WOODMAN, JAMES, Blackfriars rd, Publican High Court Pet June 12 Ord Sept 27  
 WOODS, J E TENISON, Trafalgar Bridge, Old Kent rd, Engineer High Court Pet July 8 Ord Sept 23

The following amended notice is substituted for that published in the London Gazette of Sept. 17.

PETERS, JOHN, Lewes, Journeyman Mineral Water Manufacturer Lewes Pet Sept 13 Ord Sept 13

#### FIRST MEETINGS.

ABEL, MATTHIAS CLARKE, late of the G.P.O., St Martin's le Grand, Assistant Superintendent London General Postal Service Department Oct 11 at 12 33, Carey st, Lincoln's inn fields  
 BEALING, ALBERT HENRY, Southampton, Boot Maker Oct 11 at 11 Off Rec, 4, East st, Southampton  
 BEECH, JOSEPH, Wigan, Glass Dealer Oct 10 at 11 16, Wood st, Bolton  
 BELL, WILLIAM SPICER, East Retford, Notts, Licensed Victualler Oct 10 at 12 30 Off Rec, 31, Silver st, Lincoln  
 BRUSHFIELD, JOSEPH, Cheltenham, China Dealer Oct 8 at 12 30, Cheltenham Court bldgs, Cheltenham  
 BUTT, HENRY WILLIAM, Caversham, Oxon, Farmer Oct 10 at 11 15, Queen's Hotel, Reading  
 CARTER, JAMES, Bradford, Stuff Merchant Oct 10 at 12 Off Rec, 31, Manor row, Bradford  
 COATE, JOHN THOMAS, Southwark Park rd, Corn Salesman Oct 15 at 12 33, Carey st, Lincoln's inn fields  
 DAVEY, JOHN WILLIAM, Westbury upon Trym, Bristol, Cartier's Manager Oct 16 at 11 30 Off Rec, Bank chambers, Bristol  
 ELLIS, JOSEPH, Harrogate, Stationer Oct 10 at 12 30 23, Stonegate, York  
 DAVIES, JOHN LLOYD, St Ishmael, Pembro, Innkeeper Oct 9 at 12 Temperance Hall, Pembroke Dock  
 DENNIS, EDWIN, Bishop Wilton, York, Tailor Oct 10 at 12 28, Stonegate, York  
 FLETCHER, CHARLES, Leicester, Farmer Oct 8 at 12 30 Off Rec, 31, Friar lane, Leicester  
 FORD, JOHN, and WILLIAM KIRKBOURN, late Ashbrook rd, Upper Holloway, Builders Oct 11 at 11 33, Carey st, Lincoln's inn fields  
 GREENBURY, RALPH, Scarborough, Grocer Oct 9 at 11 Off Rec, 71, Newborough st, Scarborough  
 HAGUE, GEORGE, jun, Wheatley, nr Doncaster, Boot Dealer Oct 9 at 11 Off Rec, Figtree lane, Sheffield  
 HARRADINE, JOSEPH, Great Grimsby, Grocer Oct 9 at 11 30 Off Rec, 3, Haven st, Great Grimsby  
 HATTERSLEY, CHARLES KILVINGTON, Newlay, nr Leeds, Gent Oct 9 at 11 Off Rec, 11, Park row, Leeds  
 HORROCKS, WILLIAM, Bolton, Tailor Oct 11 at 11 30 16, Wood st, Bolton  
 HULBERT, HENRY, Atworth, Wilts, Builder Oct 16 at 12 Off Rec, Bank chambers, Bristol  
 HUNT, JOHN, Ashbourne grove, East Dulwich, Journalist Oct 15 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
 INDER, LUKE, Martock, Somerset, Butcher Oct 10 at 2 30 Three Choughs Hotel, Yeovil  
 JONES, WILLIAM, Penarth, Glam, Draper Oct 15 at 3 Off Rec, 29, Queen st, Cardiff  
 KING, JAMES, Knutsford, Cheshire, Nurseryman Oct 8 at 3 Off Rec, Ogden's chhrs, Bridge st, Manchester  
 LOWER, GEORGE MARSDEN, Avenue rd, Clapham, Builder Oct 8 at 12 119, Victoria st, Westminster  
 MAJEE, ROBERT PASHLEY, and W JONES, Liverpool, formerly Ironfounders Oct 10 at 3 Off Rec, 35, Victoria st, Liverpool  
 POINTE, ROBERT, Reading, Builder Oct 10 at 12 30 Queen's Hotel, Reading  
 POLLARD, ALFRED JAMES, Weston super Mare, Carpenter Oct 9 at 11 15 Railway Hotel, Weston super Mare  
 PRISTON, TOM HENRY, Torquay, Newsagent Oct 11 at 11 Off Rec, 13, Bedford circus, Exeter  
 PUGH, WILLIAM VALENTINE, Nether Stowey, Somerset, Civil Engineer Oct 8 at 10 30 Bristol Arms Hotel, Bridgewater  
 RESTORICK, WILLIAM GEORGE, Colyton, Devon, General Dealer Oct 11 at 12 Off Rec, 13, Bedford circus, Exeter  
 SOBBY, THOMAS, Scunthorpe, Frodingham, Lincs, Tailor Oct 9 at 11 Off Rec, 3, Haven st, Great Grimsby  
 THOMAS, WILLIAM, Swansea, Grocer's Assistant Oct 11 at 12 Off Rec, 97, Oxford st, Swansea  
 WHITE, ARTHUR EDWARD, Lincoln, Draper Oct 10 at 12 Off Rec, 31, Silver st, Lincoln  
 WISE, FRANK, Bury St Edmunds, Fishmonger Oct 8 at 1 45 Guildhall, Bury St Edmunds

YOUNG, MARIA ANN, Turle rd, Tollington park, Principal of a Ladies' School Oct 16 at 11 33, Carey st, Lincoln's inn fields

#### ADJUDICATIONS.

BEECH, JOSEPH, Wigan, Glass Dealer Wigan Pet Sept 26 Ord Sept 27  
 BURGESS, EDWIN, Sutton Scotney, nr Micheldever, Hants, Butcher Winchester Pet Sept 23 Ord Sept 26  
 CARTER, JAMES, Bradford, Stuff Merchant Bradford Pet Sept 26 Ord Sept 27  
 COATE, JOHN THOMAS, Southwark pk rd, Corn Salesman High Court Pet Sept 23 Ord Sept 26  
 COOPER, JOSEPH, Salford, General Dealer Salford Pet Sept 27 Ord Sept 27  
 DAVIES, JOHN LLOYD, St Ishmael, Pembro, Innkeeper Pembroke Dock Pet Sept 13 Ord Sept 27  
 EDWARDS, EDWIN WARREN, Margate, Builder Canterbury Pet Sept 23 Ord Sept 23  
 FRITH, WILLIAM, Leicester, Grocer Leicester Pet Aug 19 Ord Aug 19  
 GRIFFIN, CHARLES JAMES, Southampton st, Camberwell, Grocer High Court Pet Sept 27 Ord Sept 28  
 HARR, THOMAS SARGENT, Baswich, nr Stafford, Farmer Stafford Pet Sept 20 Ord Sept 24  
 HATTERSLEY, CHARLES KILVINGTON, Newlay, nr Leeds, Gent Leeds Pet Aug 29 Ord Sept 23  
 HEATON, ALEXANDER, Manchester, Valuer of Fire Losses Manchester Pet Sept 26 Ord Sept 23  
 HOLMES, RICHARD MESSER, Sandwich, Kent, Brewer Canterbury Pet Sept 2 Ord Sept 26  
 HOLT, JOHN, Cromwell rd, Upton pk, Essex, Iron Moulder High Court Pet Sept 23 Ord Sept 23  
 HORROCKS, WILLIAM, Bolton, Tailor Bolton Pet Sept 27 Ord Sept 27  
 JACKSON, SAMUEL, Old Trafford, nr Manchester, Operatic Vocalist Salford Pet Sept 25 Ord Sept 27  
 LANG, WILLIAM, Manchester, Travelling Draper Manchester Pet Sept 11 Ord Sept 27  
 LEE, BENJAMIN, Horsforth, Yorks, Commission Agent Leeds Pet Sept 23 Ord Sept 23  
 MITCHELL, WILLIAM, Tattersett, Norfolk, Farmer Norwich Pet Sept 26 Ord Sept 23  
 NEWTON, WILLIAM JOHN, Southsea, Grocer Portsmouth Pet Sept 27 Ord Sept 27  
 PEMBERTON, ADOLPHUS LEWIS, Gt Eastern st, Curtain rd, Cabinet Maker High Court Pet Sept 26 Ord Sept 23  
 POTTERTON, SAMUEL OLIVER, Leicester, Furniture Dealer Leicester Pet Sept 11 Ord Sept 23  
 PRISTON, TOM HENRY, Torquay, Newsagent Exeter Pet Sept 26 Ord Sept 27  
 RESTORICK, WILLIAM GEORGE, Colyton, Devon, General Dealer Exeter Pet Sept 23 Ord Sept 27  
 RICHARDS, WILLIAM HENSHAW, Wrexham, Denbighshire, Tailor and Draper Wrexham Pet Sept 13 Ord Sept 25  
 RICHARDSON, CHARLES, Whitecross st, Linen Draper High Court Pet Sept 25 Ord Sept 23  
 RILEY, WILLIAM, South Oxtord, Leicester, Licensed Victualler Leicester Pet Sept 7 Ord Sept 23  
 ROWING, WILLIAM JOHN, East Dereham, Norfolk, Coal Merchant Norwich Pet Sept 23 Ord Sept 23  
 STEPHENSON, WILLIAM WOODHEAD, Kingston-upon-Hull, late Laundry Manager Kingston-upon-Hull Pet Sept 23 Ord Sept 27  
 THISEN, FREDERICK, Morriston, nr Swansea, Shipper in Tin Works Swansea Pet Sept 23 Ord Sept 25  
 THOMAS, WILLIAM, Swansea, Grocer's Assistant Swansea Pet Sept 25 Ord Sept 25  
 WAINMAN, JAMES, Sneinton, Nottingham, lately Cabinet Maker Nottingham Pet Aug 31 Ord Sept 25  
 WILSON, ROBERT, and WILLIAM WILSON, Woolwich, Sanitary Plumbers Greenwich Pet Sept 21 Ord Sept 21

The following amended notice is substituted for that published in the London Gazette of Sept. 23.

PETERS, JOHN, Lewes, Journeyman Mineral Water Manufacturer Lewes Pet Sept 13 Ord Sept 17

#### SALES OF ENSUING WEEK.

Oct. 9.—Messrs. BAKER & SONS, on the Estate, at 3.30 o'clock, Plots of Freehold Building Land (see advertisement, this week, p. 4).  
 Oct. 9.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., Freehold Ground-rents (see advertisement, Aug. 31, p. 4).  
 Oct. 10.—Messrs. BRODIE, TIMBS, & BAKER, at the Mart, E.C., at 2 o'clock, Freehold Investment (see advertisement, Sept. 21, p. 4).  
 Oct. 10.—Messrs. CHADWICK, at the Mart, E.C., at 2 o'clock, Residential Property (see advertisement this week, p. 4).

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

FARMER.—Sept. 27, at 7, Gloucester-terrace, Hyde-park, W., the wife of James H. Farmer, solicitor, of a son.  
 OWEN.—Oct. 1, at 64, Inverness-terrace, W., the wife of Edward C. Owen, barrister-at-law, of a daughter.  
 POPHAM.—Sept. 23, at Oxford House, Ealing, W., the wife of John F. Popham, barrister-at-law, of a son.

##### MARRIAGE.

BRYCESON—McILROY.—Sept. 25, at Woolwich, Arthur B. Bryceson, solicitor, to Margaret Hannah, second daughter of Major McIlroy, R.A., of Shooter's-hill, Kent.

## DEATHS.

**BILLINGS.**—Sept. 28, William Billings, solicitor, Friar-lane, Leicester, aged 58.  
**BOWEN.**—Sept. 30, at 11, Carlton-road, Maida-vale, his Hon. H. T. Bowen, late Puisne Judge of the Island of Trinidad, aged 83.  
**BRICKWOOD.**—Sept. 18, Latham C. N. Percy Brickwood, M.A., LL.M., of 11, King's Bench-walk, Inner Temple, barrister-at-law, aged 49.  
**CLARKE.**—Sept. 29, George Rochfort Clarke, M.A. (Cambridge), J.P., barrister-at-law, Inner Temple, of Belcham Villa, Green-lanes, Finsbury Park, N., of Belcham, Westmeath, Ireland, of Swanswick, Jamaica, and late of Chesterton Lodge, Oxfordshire, youngest son of George Clarke, of Hyde Hall, in the county of Chester, aged 88. To be interred on Friday, Oct. 4, at Chesterton, Oxfordshire, at 3.30. Friends please accept this, the only intimation. No flowers by request.  
**COTTEW.**—Sept. 24, at Sandwich, John Culverhouse Cottew, solicitor, aged 61.  
**LOHN.**—Sept. 9, at sea, on board the "Norham Castle," William Satterley Lord, of Northiam, Sussex, and of Kimberley, South Africa, Q.C.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

## CONTENTS.

CURRENT TOPICS .....	741
PERMISSIVE WASTE .....	743
THE DISCHARGE OF A SURETY BY GIVING TIME TO THE PRINCIPAL .....	744
REVIEWS .....	745
CORRESPONDENCE .....	745
LAW SOCIETIES .....	747
LAW STUDENTS' JOURNAL .....	747
LEGAL NEWS .....	748
WINDING-UP NOTICES .....	749
CREDITORS' NOTICES .....	749
BANKRUPTCY NOTICES .....	750
PUBLIC GENERAL STATUTES .....	750

**TO SOLICITORS and Others**—£3,000 to £4,000 Wanted upon several well-built Freehold Houses in good letting thoroughfare at Southsea; ample margin.—Further particulars of F. J. SANSON, Portsmouth.

**TO SOLICITORS, ARCHITECTS, and Others.**—A liberal commission (£100) will be paid to any gentleman who shall introduce a purchaser for 12 acres of Freehold Park-like Land, in one of the most beautiful parts of Surrey, within 20 miles from London, and a convenient distance from four railway stations. The land (which is finely timbered) has a frontage of nearly 800 feet to the main road, lies high, 600 feet above the sea level, commands extensive views of the surrounding lovely country, has an unfailing supply of pure water, and presents a most desirable site for one or more good residences. The church and post office are within a quarter of a mile. The stag and fox hounds meet in the neighbourhood. Price, including cottage and barn, £1,800.—Address, J. B. "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

**MORTGAGES.**—Messrs. Woods, Land Agents and Auctioneers, are in direct communication with principals and solicitors having numerous sums waiting to be advanced on sound house properties. A small agreed procuration fee charged if a loan is carried out—13, Newgate-street. (Mr. Edmund G. Woods, of the late firm of Messrs. Dowsett & Woods.)

**VALUATIONS for PROBATE, &c.**—Messrs. WATHERSTON & SON (Licensed Valuers), 12, Pall Mall East, S.W., offer their services to the Profession in the case of Gold, Silver, Jewellery, and objects of Art and Value.

**TO TRUSTEES, EXECUTORS, and Others.**—Jewellery and Plate Purchased.—Messrs. HUNT & ROSKELL (late Storr & Mortimer) Buy, at full market prices, for immediate cash, Silver Plate, Jewellery, Diamonds, Pearls, and other gems.—Jewellers and Silversmiths to H.M. The Queen, 156, New Bond-street, W.

**SUN FIRE OFFICE, London, E.C.** Established 1700. The oldest purely Fire Office in the World. Home and Foreign Insurances. Law Courts Branch.

40, Chancery-lane, W.C.  
**A. W. COUSINS, District Manager,** from whom can be obtained Proposal Forms, Prospectuses, and all further information.

**GUARDIAN FIRE and LIFE OFFICE.** Head Office—41, Lombard-street, London, E.C. Law Courts Branch—21, Fleet-street, E.C. Established 1821. Subscribed Capital, Two Millions.

**DIRECTORS:**  
**CHAIRMAN**—JOHN B. MARTIN, Esq.  
**DEPUTY-CHAIRMAN**—HENRY JOHN NORMAN, Esq.  
 Henry Bouham - Carter, John Hunter, Esq.  
 Esq. George Lake, Esq.  
 Wm. Hill Dawson, Esq. Rt. Hon. G. J. Shaw-  
 Charles F. Devas, Esq. Lefevre, M.P.  
 Granville F. R. Farquhar, Beaumont W. Lubbock,  
 Esq. Esq.  
 Alban G. H. Gibbs, Esq. David Powell, Esq.  
 James Goodson, Esq. Augustus Prevost, Esq.  
 John J. Hamilton, Esq. John G. Talbot, Esq.,  
 Thomson Hankey, Esq. M.P.  
 Richard M. Harvey, Esq. Henry Vigne, Esq.

**ACTUARY and SECRETARY**—T. G. C. Browne.  
**MANAGER OF FIRE DEPARTMENT**—A. J. Reiton.  
 Share Capital at present paid up and invested ..... £1,000,000  
 Total Funds upwards of ..... 4,178,000  
 Total Annual Income over ..... 850,000

N.B.—Fire Policies which expire at MICHAELMAS should be renewed at the Head Office, or with the Agents, on or before the 11th day of OCTOBER.

**IMPERIAL FIRE INSURANCE COMPANY.** Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W.  
 Subscribed Capital, £1,200,000; Paid-up, £300,000  
 Total Invested Funds over £1,600,000.  
**E. COZENS SMITH,**  
 General Manager.

**NORTHERN ASSURANCE COMPANY.** Established 1836.

LONDON: 1, Moorgate-street, E.C. ASBURNER, 1,  
 Union-terrace.  
**INCOME & FUNDS (1888):—**  
 Fire Premiums .. ... £615,000  
 Life Premiums .. ... 203,000  
 Interest .. ... 119,365  
**ACCUMULATED FUNDS .. ... £3,581,000**

**PHENIX FIRE OFFICE, 19, LOMBARD-STREET and 47, CHANCERY-CROSS, LONDON.** Established 1782.

Moderate Rates. Absolute Security. Electric-Lighting Rules supplied. Liberal Loss Settlements. Prompt Payment of Claims.

**Joint Secretaries—**  
 W. C. MACDONALD and F. B. MACDONALD.  
**LOSSES PAID OVER**  
**£17,000,000.**

**MORTGAGE INSURANCE CORPORATION (Limited).**

Winchester-house, Old Broad-street, E.C.  
 Subscribed Capital £715,000.  
 Mortgages and Debentures insured against loss. Deposits received for Capital Redemption.  
**T. Y. STRACHAN,**  
 General Manager.

**LONDON GAZETTE** (published by authority) and **LONDON and COUNTRY ADVERTISEMENT OFFICE.**—No. 117, CHANCERY LANE, FLEET STREET.

**HENRY GREEN, Advertisement Agent,** begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of forty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Official stamped forms for advertisement and file of "London Gazette" kept. By appointment.

**LAW PARTNERSHIP.**—A Gentleman, admitted (aged 24), is desirous of obtaining a Clerkship, with a view to the purchase of a Partnership, in an office of good standing.—Address, A. B., care of Messrs. Callander & Dixon, Booksellers, Whitehaven.

**MANAGING CLERKSHIP.**—A Solicitor of some years' experience in Chancery and Conveyancing desires an Engagement.—Apply, R. W., "Solicitors' Journal" Office.

**REVERSIONS AND LIFE POLICIES.** MONTHLY PERIODICAL SALE.

Messrs. BLADE & BUTLER, Reversion Valuers and Auctioneers, 96, Queen-street, Chancery, include in their Special Auctions Reversionary Interests of every character or effect Private Sales. No preliminary fees. Advances carried out at from four to five per cent. interest.

**TOUR in the MEDITERRANEAN.**—The Orient Company will despatch their large full-powered steamship CHIMBORAZO, 3,847 tons register, 3,000-horse power, from London on the 9th Oct. for a 38 days' cruise, visiting Lisbon, Gibraltar, Algiers, Palermo, Naples (for Rome), Leghorn (for Pisa and Florence), Genoa, Nice, Malaga (for Granada), Cadiz (for Seville). The Chimborazo is fitted with the electric light, hot and cold baths, &c. Cuisine of the highest order. Managers, F. Green & Co. and Anderson, Anderson, & Co., Fenchurch-avenue, London, E.C. For terms and further particulars apply to the latter firm; or to West-end Agents, Grindlay & Co., 55, Parliament-street, S.W.

**HAMPDEN HOUSE, Phoenix-street, N.W., rear of St. Pancras (Midland) Station.**—City Offices: 3 and 4, Bowyer-street, Fleet-street, E.C.—Students and Gentlemen engaged in Professional or Commercial Pursuits will find here a desirable and conveniently-situated Residence. The House contains, in addition to all usual Club Rooms, over one hundred Bedrooms, spacious Art Studios, a large Hall, a Masonic Temple, a Gymnasium and Tennis Court, Common Rooms for Separate Societies, &c.—THOS. MOSS, B.A., General Secretary.

**OFFICES and CHAMBERS.**—Lofly and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. C. A. HARRISON & Co., Chartered Accountants, on the premises.

**If you want Money without Fees**—amounts £10 to £1,000—before applying elsewhere see Mr. O. CLIBURN, personally if possible, 43, Great Tower-street.

**LAW PHOTOGRAPHY.**—Special Staff for Solicitors' Work.—Invaluable evidence of Ancient Lights, Obstructions, Accidents, &c., Fac-similes of Plans, Documents, Signatures, &c.—For estimates and appointments in London and South-Eastern and Midland Circuits, apply to Mr. LAW, Room 604, Royal Courts of Justice, Strand, London; Northern and North-Eastern Circuits, Mr. E. GREAVES, Silver-street, Halifax; Oxford Circuit, Mr. H. W. TAUNT, Broad-street, Oxford; Western Circuit, Mr. S. WHITE, Castle-street, Reading.

**EDE AND SON, ROBE MAKERS,** BY SPECIAL APPOINTMENT, To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

**ROBES FOR QUEEN'S COUNSEL and BARRISTERS SOLICITORS' GOWNS.**

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

**CORPORATION ROBES, UNIVERSITY and CLERGY GOWNS.** ESTABLISHED 1699.

**94, CHANCERY LANE, LONDON.**

## THE "BRANTHWAITE" HOMES.

PATIENTS RECEIVED PRIVATELY OR UNDER THE "INEBRIATES ACTS."

## GENTLEMEN.

High Shot House, Twickenham.

Medical Attendant—Dr. PRIESTLEY.

For Terms and Prospectus apply to **BRANTHWAITE & BOORNE, Licensees.**

Telegraphic Address—"BRANBOORNE, TWICKENHAM."

## LADIES.

Coleman Hill House, Halesowen, Worcestershire.

Licensees—HARRISON BRANTHWAITE, F.R.C.S. Ed., and Mrs. BRANTHWAITE.

For Terms and Prospectus apply to **HARRISON BRANTHWAITE, F.R.C.S., Resident Medical Superintendent.**

Telegraphic Address—"BRANTHWAITE, HALESOWEN."



man,  
ing a  
ner-  
B.,  
lers,

citor  
and  
pply.

IES.

luers  
e, in-  
y in-  
Sales,  
from

The  
e full-  
tons  
ne 9th  
altar.  
chorn  
ra (for  
razo is  
us, &c.  
reen &  
nurch-  
er par-  
st-end  
S.W.

street,  
tation.  
street,  
n Pro-  
here a  
The  
rooms,  
studios,  
m and  
cieties,

Lofty  
s to be  
ry-lane  
e, well-  
s, &c.-  
artered

mounts  
see Mr  
Tower-

Staff  
ence of  
c., Fac-  
ec.-For  
South-  
r. LAW,  
London;  
Mr. E.  
Circuit,  
Western  
g.

KERS,

Whole of  
n, &c.

LISTEN

Clerks,

Y GONS.

DOON.

o.  
Mrs.

WVAITE,